

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

June 3, 2019

7:00 PM

City Council

*Bruce Jarvis – President
Mike Walker – Vice President
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Patrick Lynch*

A. Call To Order**B. Pledge of Allegiance - Lynch****C. Roll Call****D. Approval of Minutes****[MIN-19-025](#)**5-20-19 Work Session Minutes (**[Work Session Minutes](#)**)**[MIN-19-026](#)**5-20-19 City Council Meeting Minutes (**[Council Minutes](#)**)**E. Communications & Petitions****[19-051](#)**Madison Township Fire Report - May 2019 (**[MTFD May 2019](#)**)**F. Public Comments - Five Minute Limit Per Person****G. RESOLUTIONS****[RES-19-009](#)***Mayor*A Resolution Authorizing Destination: Canal Winchester To Operate The "Canal Winchester Blues And Ribfest" On The Various Streets And Sidewalks Of The City Of Canal Winchester (**[Resolution](#)**)*- Adoption***[RES-19-010](#)***Mayor*A Resolution Strongly Urging The Ohio Governor And Members Of The Ohio General Assembly To Restore The Local Government Fund To Pre-Recession Levels (**[Resolution](#)**)*- Adoption***H. ORDINANCES*****Tabled*****[ORD-18-046](#)***Development**Sponsor: Clark*An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 69.237 Acre Tract Of Exceptional Use (EU) To Limited Manufacturing (LM), Owned By Gender/Thirty Three, Located On The North Side Of Winchester Boulevard (PID 184-000532 And 184-000871) (**[Ordinance, Exhibit A](#)**)*- Tabled at Third Reading*

Third Reading**ORD-19-028**

Finance

Sponsor: Amos

An Ordinance Authorizing The Issuance Of Not To Exceed Nine Hundred Fifty Thousand Dollars (\$950,000) Of Notes In Anticipation Of The Issuance Of Bonds For The Purpose Of Acquiring Approximately 110.244 Acres Of Land And Interests In Land At The Corner Of Bixby And Rager Roads And All Necessary Appurtenances And Improvements Thereto; And Declaring An Emergency ([Ordinance](#))

- Adoption

ORD-19-030

Public Service

Sponsor: Lynch

An Ordinance To Accept Hill Road Right-Of-Way ([Ordinance, Exhibits A B](#))

- Adoption

Second Reading**ORD-19-032**

Development

Sponsor: Coolman

An Ordinance To Authorize The Mayor To Enter Into An Agreement For Building Department Services With Dynasty Inspections, LLC For The Provision Of Building Inspections And Residential Building Official Services ([Ordinance, Exhibit A](#))

- Second Reading Only

ORD-19-033

Development

Sponsor: Lynch

An Ordinance To Amend Chapter 1321 Of The Codified Ordinances Of The City Of Canal Winchester To Adopt The 2019 Residential Code Of Ohio Including All Referenced Standards Therein ([Ordinance](#))

- Second Reading Only

First Reading**ORD-19-034**

Development

An Ordinance To Repeal And Replace Ordinance 19-021 And Authorizing The City Of Canal Winchester To Enter Into A Community Reinvestment Area Agreement With Opus Development Company, L.L.C., Pursuant To Section 3735.671 Of The Ohio Revised Code; Authorizing The City Of Canal Winchester To Enter Into A Related School Agreement With The Canal Winchester Local School District And Opus Development Company, L.L.C.; And Declaring An Emergency ([Ordinance, ORD-19-034 Exhibits](#))

- Request waiver of second and/or third reading and adoption

ORD-19-035

Development

An Ordinance Authorizing The Mayor And Clerk To Accept And Execute The Plat For The Villages At Westchester Section 13, Phase 1 ([Ordinance, P&Z Recommendation](#))

- First Reading Only

ORD-19-036

Finance

An Ordinance To Amend The 2019 Appropriations Ordinance 18-040, Amendment #4 ([Ordinance](#))

- Request waiver of second and/or third reading and adoption

ORD-19-037

Finance

An Ordinance Approving And Adopting The 2020 Tax Budget ([Ordinance, 2020 Tax Budget](#))

- First Reading Only

ORD-19-038

Finance

An Ordinance To Set The Salaries Of Members Of Council Effective January 1, 2020 ([Ordinance](#))

- First Reading Only

ORD-19-039

Finance

An Ordinance To Set The Salary And Fringe Benefits Of The Mayor Effective January 1, 2020 ([Ordinance](#))

- First Reading Only

I. Reports

Mayor's Report

19-049

Mayor's Report

Fairfield County Sheriff

Law Director

Finance Director

19-050

Finance Director's Report

Public Service Director

19-048

Public Service Project Updates, Construction Services Update

Development Director

19-047

Development Report

J. Council Reports

Work Session/Council - Monday, June 17, 2019 at 6:00 p.m.

Public Hearing - Monday, June 17, 2019 at 6:45 p.m.

- 2020 Tax Budget

Work Session/Council - July 1, 2019 at 6:00 p.m.

CW Human Services - Mr. Lynch

CWICC - Mr. Clark

CWJRD - Mr. Bennett/Mrs. Amos

Destination: Canal Winchester - Mr. Walker

K. Old/New Business

L. Adjourn to Executive Session (if necessary)

M. Adjournment

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Minutes - DRAFT

May 20, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

A. Call To Order

Walker called the meeting to order @ 6:02 p.m.

B. Roll Call

Present 7 – Amos, Bennett, Coolman, Clark, Jarvis, Lynch, Walker

C. Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Dick Miller, Steve Smith, Shawn Starcher, Joe Taylor, Sargent Cassel, Shane Spencer

D. Reports

Bill Sims - Thank you Mr. Walker, the 2019 Street Program is continuing, we are making good progress; we are only off by a couple days from our initial schedule, the timing is going pretty well; currently the contractor is working in a residential neighborhood in Ashbrook, working on pavement repairs prior to the resurfacing; next, they will move over here to East Waterloo to start the pavement partial and full depth repairs, preparation for that resurfacing; we are probably looking at paving starting in about a week, again we will start in residential buildings and move out; things are going well at this point, and all sidewalk program stuff is complete at this point – Jarvis: Excuse me Mr. Sims, is this a mill and overlay, or complete replacement? Sims: They are mill and overlays; we have 2 different sections that we are doing in the residential courts; we are doing a pavement section we started a couple of years ago on those super low-volume roads; we are edge milling 6 feet along the curb, and then overlaying $\frac{3}{4}$ of an inch to an inch of material called thinlay, it's a very fine graded asphalt; it ultimately gives us the ability to build the crown a little bit in those cul-de-sacs and so forth, to promote drainage; we have had really good success with that, and getting a nice wearing surface on the roadway, but not having a huge expense for low-volume roads; streets like Williamson Lane, East Waterloo, we'll be doing Prentiss School and Canal Street – those will be getting a full mill of the inch and a half, and then the new asphalt on top of that; that project is moving right along, and we are on track – the completion date is actually the 7th of July, but the contractor's schedule is set for mid-June – that's a good thing; the Gender Road projects – there are still 2 outstanding punchlist items to complete out there; we're actually going to be ready to close out all the paperwork here this week, so we can get things closed up with OPWC on our end; we'll hang onto some of the money that was local money only, to promote getting the punchlist items done; private development-wise – Canal Cove section 7; section 6 – all of the underground utilities are done, section 7 they're about 50% done, so that is moving along quickly; you'll probably see roadwork starting in there in a few weeks; Westchester section 13 – they're going to start paving Wilson Drive in phase 1 tomorrow actually – that's the portion that closes Lithopolis Road; Crossroads Church – they have begun work on the Bigerton Bend public road portion now, they have been working on some storm sewer and some fills; the bridge contractor is supposed to mobilize on Wednesday, so they can get started on piling initially for the bridge abutments; Winchester office park project is pretty much wrapped up; we developed a punchlist for them for some of their site work improvements there; I know they are ready to get their first tenant moved in really shortly; the Nifco building on Robinette Way – public sections of waterline and so forth are installed at this point, their sanitary taps are made; they are really left with onsite work at this juncture; they've really handled the things that I've heavily involved with at this point, so it's pretty much private work; Turning Stone – they are still installing utilities, they should have that wrapped up this week, all of the

underground; they are also doing a lot of earth moving, with getting the basements to their final grade; Walker: Mr. Sims, when a hole is opened in the street – the asphalt – what is required in Canal Winchester to be put back – 10 inches, 6, 8? Sims: It depends on the pavement section that they are working in; typically we require 6 inches of gravel, and 6 inches of asphalt; that can change depending on where we are at, some roads are much thicker than others; East Waterloo is super heavy pavement, we have 9 inches of asphalt in there, plus the stone; that's our normal scenario, we aren't really matching existing pavement, unless it's deficient; Walker: Allies, are they any different, or the same? Sims: Most of our allies are only – depending on how many times they've been overlaid – they're typically between 3 and 6 inches of asphalt; Walker: Sidewalks 4 and approaches probably 6? Sims: That's correct.

Amos: Mr. Sims, I apologize if you've said this – how long will the East Waterloo phase take for the paving? Sims: The paving repairs will probably take about 4 days of actually going in and patching all of the holes from the water valve bolt replacement, and some sewer work that was done; there are a few pavement failures in there that will probably need fixed; we'll probably be in there about 4 days working on that; the paving crew will start working on residential areas, and work their way out; we will probably see the East Waterloo area between the 6th and 12th of June; Amos: Will it be the same as further down on Waterloo, where they had at least one lane open? Sims: Yes, all of the work we are doing can be done under traffic; it will require flaggers to control things during that work; East Waterloo, fortunately, is a pretty wide street because of the on-street parking; if we move parking, it gives us a lot of ability to move the traffic around; Amos: That leads to my next question – a business approached me, and they were concerned about being able to have customers being able to park near their business; will there still be access to the alley behind East Waterloo? Sims: I have spoken to a number of the businesses down there; we are literally limiting parking on East Waterloo – all of the drive accesses are still maintained, with the exception of 15 minutes when we have to physically be in front of their house or business; the allies are not impacted at all, it is just the parking spaces; Amos: Fantastic, that gives me a great way to respond, thank you.

Dick Miller - Thank you Mr. Walker, the first installation of the mixed conifer trees along the water reclamation plant is completed – that ended up being 117 trees, we originally had 106 but we had 11 trees leftover from the tree giveaway, so we installed those, making it 117; the downtown sidewalk containers, as you can see, are in place and planted; the hanging baskets are complete, they need to grow a few more weeks; the 70 spring street trees are planted, the annual tree giveaway had 100 customers; thanks to Mr. Coolman for his assistance in loading the trees; we had minor wind damages over the weekend; the urban forestry crew is sprucing up the pool parking area, along with the regular mulching tasks; Jarvis: Mr. Miller, speaking of the minor wind damage – on East Waterloo Street, one of the honey locus trees dropped a limb – it's not a place that we normally park cars, but I just happened to park my wife's car under that tree that weekend; it put a decent-sized dent in the roof of the car; I'm curious, the damage is not enough for me to make a claim; my question is – do those trees have a habit of doing that? This was a branch that was 2-2.5 inches in diameter at its thickest; as I recall, it wasn't even that windy; it was breezy; I haven't noticed these trees in the past dropping big limbs like that, I was wondering if there was a pattern to it; Miller: You can have what is called sudden-limb drop, where there is no wind, and all of a sudden they just explode off of there, a perfectly good limb; locus will do that, sweet gum will do that; (discussion ensued).

Steve Smith - Hello everyone, we finished our sewer modifications on East Waterloo – you might recall the fiasco with that; the gas company representatives' locating company mismarked the main by about 10

feet, and our contractor dug it up; we got that fixed, it's all finished and working fine; what we have been finding lately is a lot of power outages not related to the weather; recently a voltage spike blew up a motor, it controls a variable frequency drive, it's going to cost about \$5,000 to repair that; there is no known cause that we know of; about 2 weeks later, the controls at the Gender Road lift station, the one that services BrewDog – blew the controls up on that, no idea why; we do know that we had a voltage spike; we have been dealing with a lot of those things – over the weekend, we had a power loss over in Sycamore in Pickerington, also South Gender, the middle school, and the Groveport lift station, and at the plant; we are glad to see there was no damage from that, just a lot of overtime; we did install a new clog-resistant pump on the North Gender lift station, which will help out with the rag situation, and the flushable wipes; I was, last Wednesday night, at the Greensview Condominium Association meeting, giving them a presentation on flushable wipes, and what not to flush; if it stops one rag from going down the toilet, then it's better than before; we have an opportunity to buy some ultra-violet disinfection consoles from Delaware; they have the same system as ours, and they put in a larger, new system, and we might get these for pennies on the dollar; if we buy new, it's a bid for a quarter of a million dollars; we don't need to buy a whole new system, we modify our own, and it's worked perfectly for over a decade; if we can get these, it won't be that much money, and it's going to save a lot of money for that; we are working on that, and the commissioners are deciding what they're going to charge; we don't anticipate it being in the tens of thousands of dollars, so we'll see what happens; lastly, Able Roof completed a new roof on the screener building at the treatment plant; Clark: Was the spike that damaged the - was that part of the power surge that South Central Power was having; there was a day - it was on Facebook - people were saying their power was going on and off; Smith: That particular day, there was no earthly reason; (discussion ensued).

Shawn Starcher - Thank you Mr. Walker, as you all can imagine, we are extremely busy with mowing and weed-eating, trying to stay on top of that; we have a crew out at least every other day of the week; the American flags will go up this week in preparation for Memorial Day, and also Flag Day on June 6th; we were able to go out last week to begin spraying weeds around guard rails, and some of our roadside areas, we will continue that as weather permits; we are finishing up a few things at the pool, we have a contractor painting the floors of the pool and the restrooms, they will finish up tomorrow with that; our first city event on Friday – Touch-a-Truck – it was a big hit, especially for the kids; we had a couple of pieces of equipment down there, including our bucket truck; the kids seemed to absolutely love that; Bennett: Were there any injuries at the Touch-a-Truck? Starcher: Injuries? Bennett: Yeah, I heard there were a couple – I heard there was a resident that ended up with their child down at Diley; Mayor: I never heard anything, I was there and never saw anything; (discussion ensued).

Joe Taylor - Good evening, we have completed the consumer confidence report; we inserted a website link in the water bills, so everybody should get a copy of that link; it's currently on the Canal Winchester website; we are still working on our VFD installations for pumps 2 and 4; we've actually done some networking with Steve in the wastewater department, looking at – they have some switches; the electrical engineering was higher than we like to see, so we have been looking at another scenario we might use, we're gathering prices to keep our options open; got a letter today saying that we are going to have an \$8 a ton increase in salt, that will be about a \$9,600 a year increase in chemical costs; they usually don't let you know these things until the last minute, I think the increase starts July 5th – I'll get as much as I can at the current rate as we can store, try to offset a little bit of that; we pumped 25.29 million in April, at an average of 430,000 a day; that was an increase from previous months, but we also had hydrant pumping in the middle of the month; our AMI meter installations – we installed 81 since the last meeting, so we are

around 1,600 units installed, which is around 43%; we are getting pretty close to being halfway completed with that; the valve construction and our crew was on valve replacements on East Waterloo, that's why Bill was discussing the pavement repairs; we had 15 valves that we dug up, inspected the bolts, and replaced – 12 of those were in the pavement; hydrant flushing was completed since the last meeting - we had 2 complaints during the hydrant flushing, but just because of the hydrant flushing; we are going to discuss a future tower maintenance contract here after the staff reports; Walker: Still the – Taylor: Phosphate? Walker: We're right at the same? Is the \$9,000 increase in salt due to the tariffs? Taylor: I don't believe they said; they just said because of cost increase around the world; (discussion ensued); Walker: What was the last reading on the hardness of the water? Taylor: We are averaging at 119, 120; our goal is 120 milligrams per liter.

Clark: Mr. Taylor – you said consumer confidence, is that a survey? Taylor: It's a report provided to the residents that we are required to provide by the EPA; it just describes what we treat for, what contaminants we test for, and the results of those – if we've had any violations, we have to submit that in the consumer report; it's an annual report that we are required to provide to the consumers.

Shane Spencer - Just a couple of updates on a few ongoing efforts; not much of an update right now on the signal timing – the study that ODOT is going to perform on Gender Road; got an update today from their PM, we are still waiting on some administration things to kick that off; hopefully here in the near-term – no indication of any problem, I think that we are just in the process and bureaucracy that ODOT has to get this started; the other update is relative to the High Street rail crossing – we have completed the fieldwork, we should have the design draft for that here in the next 2 weeks, that's moving steadily; back on April 4th, we did have a conference call with the folks from the railroad, just to talk through schedule as well as the process for them to review the design; we are tracking very well towards a late summer implementation of that improvement; really the impact is just going to be significant for a couple of days to get that done; there will be a little insular work before and thereafter; I think we are all on the same page as far as schedule, just trying to get that design finished to get that into everybody's hands; Bennett: Mr. Spencer, when you were talking to the railroad – has the overpass, the bridge down the way, have you dropped that in in any conversations as a future potential - Spencer: Not recently, when we were working on Gender Road it was brought up; they usually smile and say they understand, I think that will be one that will be pretty challenging; Mayor: You have to go one step at a time with them; Spencer: We are very aware, and I know going back a year, year and a half when we were working on Gender, we brought that up as something we would like to have addressed, that may be step 3.

Sargent Cassel - I have the stats for April here: dispatch calls 485; pick-up runs 911; multiple unit calls 292; 88 reports; 26 addendums; 0 F.I. cards; 19 civil paper attempts – subpoenas and things of that nature; 15 civil papers served; 4,025 building checks; 343 vacation checks – that's a good number; 145 traffic stops; 52 traffic citations; 119 traffic warnings; 4 felony arrests; 10 misdemeanor arrests; 18 warrant arrests; 4 OVI arrests – that's a good number, I think, it's going up; 0 pink slips; 3 charge packets; 12 summons in lieu of arrest; 54 multiple misdemeanor charges filed; 9 felony charges filed; as far as the OVI charges going up – that's not a good thing, but it's a good thing that we are paying attention to what's going on; total possible down time – 86,400; actual down time was 55,167; deputies were busy 63.85% of the time; this is our busy time of the year, as everybody knows – lots of stuff going on.

Bennett: Sargent Cassel, traffic stops approximately 150, 145 is the actual – citations was 52, so it's roughly about 33% of traffic stops or citations; I know the answer is probably no, but is there a percentage

you like to see that? Should it be closer to 50%? Cassel: No, I don't think you can put a number on that; we talked about this previously, it's officer discretion; (discussion ensued); just stopping them and letting them know what they're doing is wrong – in a lot of cases, that's all that needs done; but if you've got, like I said, a lot of stuff on your driving record, of course I'm going to cite you; Bennett: Do warnings get tracked – the student you pulled over – Cassell: Yes, it goes into the CAD; 'I pulled you over on this day, and you got a warning instead of a citation'; (discussion ensued).

E. Request for Council Action

ORD-19-031

Development

An Ordinance To Accept The Application Of Willis M. Alspach Trustee, Joan A. Alspach Trustee, And David Benjamin Alspach Trustee, For The Annexation To The City Of Canal Winchester Of Certain Territory In Madison Township Containing 88.66+/- Acres And Being Located In The State Of Ohio, County Of Franklin, Township Of Madison, Northeast Quarter Of Section 23, Township 11 North, Range 21 West; And Declaring An Emergency ([Ordinance, Exhibit A](#))

- Request to move to full Council

Haire: Thank you Mr. Walker, this ordinance will accept the annexation that we have been talking about for some time; if you recall back in January, council approved RES-19-001 that showed the services that we would provide to this property if it were to be annexed; the county commissioners held their public hearing on this annexation on January 29th, and they have motioned to approve this annexation; this is the last formal step for us accepting this annexation, so this property can become a part of the City of Canal Winchester; Lynch: Mr. Haire, has there been any movement on those 3 properties to the north? Haire: The residential properties? Lynch: Yes; Haire: Yes, that's the reason we are declaring this an emergency; those 3 properties have agreed to be annexed into the city; we need to get this annexation done, so we can also annex these 3 homes; Lynch: We are taking it all the way up to Bixby Road, all the way across? Haire: Correct.

A motion was made by Clark to move ORD-19-031 to full council, seconded by Bennett. The motion carried with the following vote:

Yes 7 – Clark, Bennett, Amos, Coolman, Jarvis, Lynch, Walker

ORD-19-032

Development

An Ordinance To Authorize The Mayor To Enter Into An Agreement For Building Department Services With Dynasty Inspections, LLC For The Provision Of Building Inspections And Residential Building Official Services ([Ordinance, Exhibit A](#))

- Request to move to full Council

Haire: Thank you Mr. Walker, this would authorize us to enter into an agreement with Dynasty Inspections; Dynasty Inspections has been doing our building inspections for the City of Canal Winchester since 2015; they provide all of our commercial inspections, electrical inspections, and they also are our residential building officials; they are doing all of the plan reviews for residential, and doing the inspections for that; this would continue this contract for the next 3 years; that would be – the only change in the contract is an increase in the rate, and only to the increase in inspection services; what was

previously \$50 is \$55; we've maintained that rate for the last 4 years, they're asking for a 10% increase on that hourly rate for inspections; everything else will remain the same; Lynch: Mr. Haire, are we passing those additional fees onto our permit fees? Haire: We haven't been, but we always evaluate that, if we are recovering costs; we will still be recovering our costs; Amos: Mr. Haire, is this a service that we put out for bid on a regular basis? Haire: We typically don't do that; in 2015, we did put it out for proposals; we only received 1 proposal; there is very few people that do this service – I only know of 2 in central Ohio that supply this service to all other communities, most other communities have in-house inspection, they have their own staff doing inspections; it's a close-knit industry, they are all connected, so they typically don't bid against each other; Jarvis: The way it's structured, it's a 3 year contract – at the end of each year, there's a checkpoint built into that – I'm not sure why that is; Haire: It's not necessarily the rates, it would have to be approved if it was rates – it's a way for us to, if we are not happy with the services, or if they are not happy with providing the services, it gives us a way to terminate the contract with a 60-day notice; there's a breach clause in there that, if they're not performing the service, there's another way that we can get out of that contract; this is just if they are performing the service, it's just a way that if they're not meeting expectations, there's another way out; Jarvis: This is not the big civil engineering projects, this is for standalone buildings; Haire: Correct, this is all building inspections; its sole proprietorship; he's the only employee, and he's providing all of the inspections; he does have back-ups through the other firm in Columbus that does this; he's also subbing out the electrical inspections, which is through another firm; it's all billed through Dynasty.

A motion was made by Coolman to move ORD-19-032 to full council, seconded by Walker. The motion carried with the following vote:

Yes 7 – Coolman, Walker, Amos, Bennett, Clark, Jarvis, Lynch

ORD-19-033

Development

An Ordinance To Amend Chapter 1321 Of The Codified Ordinances Of The City Of Canal Winchester To Adopt The 2019 Residential Code Of Ohio Including All Referenced Standards Therein ([Ordinance](#))

- Request to move to full Council

Haire: The state of Ohio has adopted a new residential code for Ohio for 1, 2 and 3 family dwellings; that will go into effect on July 1st; what this ordinance is doing is basically referencing that in our code, that that's the code that we are using for residential buildings in the City of Canal Winchester; Amos: Mr. Haire – has this code changed recently? Haire: Yes, they are typically on a cycle where every 3-5 years they update the standards for residential and commercial; the commercial code went into effect in 2017, the residential is now 2019; there is a long process – it's a long process, they've been developing this for the last year and a half; this code is statewide, if you want to have a residential building department in Ohio, you need to follow this code; Lynch: Mr. Haire, just to clarify – this just affects buildings such as structural, electric, mechanical – it does not have anything to do with zoning, or the architectural appearance of anything, correct? Haire: Correct; the main changes that are taking place here – there is a lot of updated standards for mechanical systems for venting; there is a lot of changes on roofing; they incorporated a lot of changes into solar panels, and how those interact with the home, because it's a lot of newer developing technologies – how those are mounted to roofs, and the weight-loads that it can take; there's a lot of changes to the energy code, requiring tighter buildings, more insulation, those kinds of things.

A motion was made by Lynch to move ORD-19-033 to full council,

seconded by Bennett. The motion carried with the following vote:

Yes 7 – Lynch, Bennett, Amos, Clark, Coolman, Jarvis, Walker

F. Items for Discussion

19-040

Water Tower Maintenance Contract

Peoples: In 2009, we awarded a tower maintenance contract with Caldwell Tanks, at the time; it's an asset management program over a 10-year period; we perform inspection maintenance, and then painting for all 3 of our towers; we have 1.35, 1.4 million gallons of water in the air; 1 million gallon tank out at Ashbrook Village, 250,000 at South Gender, and 150,000 at North Gender; over the previous years – North Gender tower is our oldest tower from roughly 1970; it had been painted kind of intermittently; the inspections and the washouts of those were intermittent as well; since 1995, both the South Gender and Ashbrook have been painted, they had never been repainted before that or since then; we got into the tower maintenance contract as a way to keep up on our towers; there was a lot of stuff in the news at that time – dead birds being found (not at our place); we had been working through this process for some time; we are up on that, last year was the last year that was in the process; they had skipped one of the, or deferred one of the washouts on that; we have them on this year, but it is now time for our contract to be renewed; Joe has got some background information on how it works; Taylor: What we do is every year we do a visual inspection on all 3 tanks; they come out, they climb the towers; they check the safety equipment, they check that the antennas from the cellphone providers are adequate, and mounted correctly to the structures of the tanks; they check the coatings on each tank; they check the screens to make sure that the fence and overflow devices are properly screened, so birds and animals cannot get in them; they check the aviation lights, they do everything that we physically can't do, as far as climbing the tank itself; every 3 years – we were, in the last contract, every 2 years doing a wash out; what that means is that we drain the tower, and they come in, wash it out, clean it and clean any of the silt that's settled to the bottom of the tank, disinfect it, and then put it back in service once it passes a bacteria test; in the first contract, we painted all 3 tanks, only because we were so far behind in the coatings; I think 1970 was the year of the Gender tank, 1994 was the South Gender, and 2002 was Ashbrook; in the last 10 years, all 3 of them have been painted; Ashbrook was actually done in 2017, so in this contract we are pushing it out of this – this one is actually 11 years; it's still a 10 year, but this year we only wanted to do visuals; in the next 10 years, we are going to do paintings on the north and south Gender tanks; the following contract will just have us do the Ashbrook tank – it's the largest, more expensive tank; we are just trying to offset a little bit of the cost, and not adversely affect the actual maintenance of the tanks; we're just trying to push them around a little bit, to make it more feasible financially; like I said, every 3 years we are going to do a wash out – I believe it's recommended to be 5 by the Environmental Protection Agency; we pushed that up to 3, to improve the water quality, it's not a very expensive procedure, it's like \$3-\$4,000 per contract for each tank; over that period of time, it's well worth the \$9,000 in that 10-year period; there's also – they look at the concrete around the foundations, they inspect it; they look at the roof couplings, the man-doors, they really take a look at everything and provide us with a report with recommendations; they do vandalism repairs, if someone were to come up and shoot it with a paintball gun, they'll come back and wash it off; the last contract was \$77,000 a year for 10 years – this one will be about \$61,000 for 10 years.

Peoples: Basically we are taking a proactive approach with our towers, we do the same thing with all of

our other equipment; before this contract, we were very reactive with it, even from an inspection standpoint; we were compliant with the washouts, but they weren't as prevalent in the industry as what they are now; the way I look at this is that we are basically financing tower paintings over a 10-year period; rather than trying to go through, and not budget a lot of money in one single year to do one tower, we're just spreading it out over 10 years; we're not expecting to have to fix – we had a plug that was leaking quite a bit when we first started the contract on Ashbrook, they were able to get that repaired; we've had \$77,000 in the budget for the last 10 years, it's worked out very well for us; we've been able to manage that through the budget; we get a little 'treat' this year, because this next contract goes down about \$16,000 a year, so looking forward to that; we are still working through Gene on how to actually award or request to award this; this is from our current contractor – I believe there is only one other contractor out there; Caldwell sold their book of business to Utility Services; we got bids from Caldwell, Utility Services, and Pittsburgh Tank; Pittsburgh Tank was the highest, and then Utility Services, and then Caldwell; when Utility Services bought Caldwell's book of business, I think they came down to more of a standardized cost; they were a little bit high before.

Lynch: Mr. Peoples, the \$61,000 – that includes over a 10 year period one inspection per year? Taylor: It's a visual inspection every year, it's a washout inspection every 3 years, in all 3 tanks; (discussion ensued).

Jarvis: Mr. Taylor, this is good information – I'm not sure I'm getting the final point on it, though; the Utility Services who took on Caldwell Tanks' business – they are the ones who have given you what is a flat-cost over 10 years? We've divided it up into an annual rate; Taylor: That's correct; we just got the actual contract documents on Friday, that actually tell you what the annual price is for each tank; we're actually reviewing that contract right now, and getting some feedback from Gene; (discussion ensued).

Coolman: Mr. Taylor, the schedule of maintenance for each tower over a period of time – historically speaking, are these pretty accurate, or is there deviations for unforeseen repairs that came up all of a sudden? Taylor: I don't think we paid any extra in the last contract; Peoples: Actually in the last contract, we pushed some of the painting a year or two later, based on their recommendation; that's what helped us push it out, and in probably 2 or 3 contracts, if we continue to do this, our goal is not to have 3 tanks in the same contract; the way we've staggered these out, we are trying to maximize that, so we will only have 2 at the most – with Ashbrook being a million gallon tank, that's going to be the most expensive one; Taylor: When we did the original contract, they were all 3 – at least the 2 Gender tanks were in need to get painted pretty quickly; now that we have been doing this for 10 years, and we've actually done some maintenance to them, and kept up with the paintings and over coatings, that's why we think we're able to go ahead and put Ashbrook out of this contract, and put it in the next one; what we get lined up in the next contract, we'll see in this 10 year plan; with Utility Services' recommendation – they're the people we're putting trust in on the contract; Mayor: This contractor, what we've done for the last 10 years, could be one of our biggest cost savings that we've done the whole time; it's well paid for itself; Coolman: I wasn't around on the last contract negotiation, but I was just wondering how much deviation do you actually experience – it's a nice schedule, it makes sense financially, but is there any other repair deviations that you have experienced? Peoples: If they come up with it in their visual inspections – whether it's a cable that has come loose – we've never paid for anything; almost like they own the tanks, they're going to take care of it as long as they're in the contract; (discussion ensued).

G. Old/New Business

[19-041](#)

2020-2021 Elected Officials Salaries

Jackson: Thank you Mr. Walker; because it is 7pm, and we have a guest speaker at our 7 o'clock meeting who also has another commitment to get to this evening, I would like to ask that we postpone this discussion until the council meeting under old or new business; that way we can still talk about it this evening, and are not running too far behind.

A motion was made by Coolman to move item 19-041 to full council, seconded by Walker. The motion carried with the following vote:

Yes 7 – Coolman, Walker, Amos, Bennett, Clark, Jarvis, Lynch

H. Adjournment @ 7:02 p.m

A motion was made by Jarvis to adjourn, seconded by Lynch. The motion carried with the following vote:

Yes 7 – Jarvis, Lynch, Amos, Bennett, Clark, Coolman, Walker

DRAFT

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Minutes - DRAFT

May 20, 2019

7:00 PM

City Council

*Bruce Jarvis – President
Mike Walker – Vice President
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Patrick Lynch*

A. Call To Order

Jarvis called the meeting to order @ 7:08 p.m.

B. Pledge of Allegiance - Jarvis**C. Roll Call**

Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker

D. Approval of Minutes**MIN-19-022**

4-29-19 Committee of the Whole Minutes ([COW Minutes](#))

MIN-19-023

5-6-19 Work Session Minutes ([Work Session Minutes](#))

MIN-19-024

5-6-19 City Council Minutes ([Council Minutes](#))

Amos: Quick note, page 8 of meeting minutes – (Mr. McCarty name correction).

A motion was made by Amos to approve MIN-19-022, seconded by Coolman. The motion carried with the following vote:

Yes 6 – Amos, Coolman, Bennett, Jarvis, Lynch, Walker

Abstain 1 – Clark

A motion was made by Lynch to approve MIN-19-023 & MIN-19-024, seconded by Coolman. The motion carried with the following vote:

Yes 7 – Lynch, Coolman, Amos, Bennett, Clark, Jarvis, Walker

E. Communications & Petitions**19-045**

Jake Howard Thank You Letter ([Letter](#))

Jarvis: A nice, handwritten letter from Mr. Jake Howard, who was presented one of the Dr. Bender Grants.

Jarvis: At this time, I'd like to recognize Mr. Boyd, who is a representative with the US Census Bureau, to give us a presentation on what the US Census Bureau is doing for this year.

Mark Boyd, US Census Bureau Representative: Mayor Ebert, council members, department heads – thank you so much for giving me an opportunity to present some really important information regarding the upcoming 2020 census; it's a massive operation with lots of moving parts – as a matter of fact, it's the largest operation the federal government (non-military) undertakes; we want to make sure that you're updated and informed, and that you're ready to answer questions from your constituents; I hope to partner with you to make sure that we get the most complete and accurate count for the City of Canal Winchester.

Boyd: What I'd like to talk about today is the goal of the 2020 census, and the objectives, I'd like to talk about why we conduct a decennial census, a little brief history, and how the data is used; we'd like to talk

about a new design for the 2020 census, as opposed to the 2010 census, some of the challenges and efficiencies, and some of the things we'd like you to do to get the most complete and accurate count possible.

Boyd: The goal of the 2020 census is to count everybody once, only once, and in the right place; some of the objectives are to deliver the best decennial census ever; (explains the methodology and gives a brief history of the census, see PowerPoint).

Boyd: Why do we conduct a decennial census? First of all, it's mandated by the constitution – Article I, Section II of the US Constitution; in addition, there are 3 other principle reasons – the first is that it determines our representation in Congress, the second reason is funding – it determines the allocation over \$675 billion that comes back from the federal government to states and local municipalities like Canal Winchester; the third reason is for planning and decision making; the census is used to reapportion the House of Representatives, determining how many seats each state gets; it's also used for redistricting; (explains the processes behind these reasons, see PowerPoint).

Boyd: As we move toward the 2020 census, and try to count everyone, we're going to encounter challenges and obstacles like the increased distrust in government, declining response rates across all surveys, there's an increasingly diverse population and informal/complex living arrangements; there's a mobile population, and a constrained fiscal environment; we've come up with some great innovations to address some of these challenges and barriers (describes top 4 innovations, see Powerpoint).

Boyd: You can see in this map that we have 6 regional census offices, in 2005 we had 12, so we have cut that in half – we are based out of the Philadelphia office; in 2020, we will have about 248 area census offices – they will be opening in 2 waves; wave 1 has already opened in Columbus, in Dublin; wave 2 will be opening across the rest of the state in the Fall.

Boyd: Here is how we are actually going to do the 2020 Census – a new design for the 21st Century, I'm going to break it down really fast (explains model and timeline, see Powerpoint).

Boyd: How can you help? We hope that you form a Complete Count Committee; we have had some discussion with the mayor about this; what is a Complete Count Committee – it's a voluntary committee of influential leaders and trusted voices from a cross-section of the community, who understand the critical importance of the 2020 Census and are charged with completing the most accurate census possible; they can be established by a state or local government like yours, or by community leaders, or by an organization; CCC's are typically appointed by the highest elected official, or the head of an organization, or a community leader; (explains objectives of a CCC, see PowerPoint); you can do it how you want to do it – there are benefits for members of a Complete Count Committee; this is a prestigious, high-profile committee that is frequently covered by media that is always interested in the census (further explains how to develop and maintain a CCC, see PowerPoint).

Boyd: Takeaways – if you could take anything away from this presentation, it's these 3 things; the objective of the census is to count everybody once, only once, and in the right place; we want everybody to know that the census is easy, it's safe, and it's important – it's easy because it can be done online, or by phone, or by paper; it's safe because your information is protected under Title 13 of the US Code; none of your personal identifiable information can be shared with any other government agency – not law enforcement, either local, state, or national; not immigration – either INS or ICE; not any public program that provides benefits – either state, nationwide or locally, like Medicare, Medicaid, jobs and family

services, etc; none of your personally identifiable information can be shared with any of those agencies; it's important for all of the reasons that I mentioned – representation in Congress, allocation of funding, which is your taxpayer dollars that you put in; for planning and problem solving, and problem prevention; I'd like to say one additional reason – you as elected city officials, and non-elected department heads, you more than most people I think understand that democracy is not a spectator sport; it requires active participation by its citizens, therefore I humbly submit that participating in the census is our civil responsibility, it's even our civil duty; it's just as important as voting, and just a way to give our community a voice in democracy; we are happy that you are in the process of forming your Complete Count Committee.

Jarvis: Mr. Boyd, thank you so much for your time – this is a massive undertaking.

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS - NONE

H. ORDINANCES

Tabled

ORD-18-046

Development

Sponsor: Clark

An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 69.237 Acre Tract Of Exceptional Use (EU) To Limited Manufacturing (LM), Owned By Gender/Thirty Three, Located On The North Side Of Winchester Boulevard (PID 184-000532 And 184-000871) ([Ordinance, Exhibit A](#))

- Adoption

Clark: no need to remove from the table; Jarvis: I understand the applicant would like us to leave it on the table until June 17th; Clark: correct

A motion was made by Amos to adopt ordinance 19-025, seconded by Bennett. The motion carried with the following vote:

Yes 7- Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker

Third Reading

ORD-19-025

Development

Sponsor: Amos

An Ordinance To Accept The Dedication Of Real Property From Phele Investment Properties, LLC ([Ordinance Exhibits A B](#))

- Adoption

A motion was made by Amos to adopt ordinance 19-025, seconded by Bennett. The motion carried with the following vote:

Yes 7- Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker

ORD-19-026

Development

Sponsor: Clark

An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 110.244 Acres Of Land From A Combination Of Exceptional Use (EU), Limited Manufacturing (LM), And General Commercial (GC) To Entirely Limited Manufacturing (LM), Owned By Willis M Alspach, Joan A Alspach, And David B Alspach, Trustees Of The Willis M Alspach Revocable Living Trust, Located On The Southeast Corner Of The Intersection Of Bixby Road And Rager Road (Parcel ID 181-000159, 181-000026, 184-000828, 184-000879, And 184-000954) ([Ordinance, Exhibit A](#))

- Adoption

Haire: I have a quick question on this one for Gene; this is approving zoning for property that is not officially been annexed into the city and so do we need to read that ordinance and accept before we approve this ordinance to zone it; Hollins: yes where is it; Haire: it's on for first reading and to pass as an emergency this evening; Hollins: chairman discretion if we could; let's move this to after the annexation acceptance ordinance assuming that you want to waive the three reading and get that passed this evening; Jarvis: is there any objection to moving the order of this ordinance; Amos: as long as poor Tiffany does not have to reread that whole thing again; Hollins: we can take this under advisement until after first reading there; chairman has the discretion to take it under advisement until later in the meeting; Jarvis: if I hear no objection we're going to move on then.

Second Reading**ORD-19-028**

Finance

Sponsor: Amos

Authorizing The Issuance Of Not To Exceed Nine Hundred Fifty Thousand Dollars (\$950,000) Of Notes In Anticipation Of The Issuance Of Bonds For The Purpose Of Acquiring Approximately 110.244 Acres Of Land And Interests In Land At The Corner Of Bixby And Rager Roads And All Necessary Appurtenances And Improvements Thereto; And Declaring An Emergency ([Ordinance](#))

- Second Reading Only

ORD-19-030

Public Service

Sponsor: Lynch

An Ordinance To Accept Hill Road Right-Of-Way ([Ordinance, Exhibits A B](#))

- Second Reading Only

First Reading**ORD-19-031**

Development

An Ordinance To Accept The Application Of Willis M. Alspach Trustee, Joan A. Alspach Trustee, And David Benjamin Alspach Trustee, For The Annexation To The City Of Canal Winchester Of Certain Territory In Madison Township Containing 88.66+/- Acres And Being Located In The State Of Ohio, County Of Franklin, Township Of Madison, Northeast Quarter Of Section 23, Township 11 North, Range 21 West; And Declaring

An Emergency ([Ordinance, Exhibit A](#))

- Request waiver of second and/or third reading and adoption

A motion was made by Clark to waive the second and third readings, seconded by Coolman. The motion carried with the following vote:

Yes 7- Clark, Coolman, Amos, Bennett, Lynch, Jarvis, Walker

Amos: do we need to state why it was an emergency; Haire: it is one of the contingencies of our real estate purchase agreement so we need to move forward because we have to close on that; Hollins: and its been laying; it was approved 60 days ago by state law we can't lay it before you until 60 days after the county commissioners approve it; which is a long waiting period dealing with a real estate purchase; that's the request for the waiver and the emergency and then we can push forward with the rest of the real estate purchase; Jarvis: its time constraints because there's so many pieces; Hollins: absolutely contractual time constraints.

A motion was made by Clark to adopt ordinance 19-031, seconded by Coolman. The motion carried with the following vote:

Yes 7- Clark, Coolman, Amos, Bennett, Lynch, Jarvis, Walker

ORD-19-026

Development

Sponsor: Clark

An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 110.244 Acres Of Land From A Combination Of Exceptional Use (EU), Limited Manufacturing (LM), And General Commercial (GC) To Entirely Limited Manufacturing (LM), Owned By Willis M Alspach, Joan A Alspach, And David B Alspach, Trustees Of The Willis M Alspach Revocable Living Trust, Located On The Southeast Corner Of The Intersection Of Bixby Road And Rager Road (Parcel ID 181-000159, 181-000026, 184-000828, 184-000879, And 184-000954) ([Ordinance, Exhibit A](#))

- Adoption

Jarvis: at this point we're going to loop back and address ordinance 19-026

A motion was made by Clark to adopt ordinance 19-026, seconded by Coolman. The motion carried with the following vote:

Yes 7- Clark, Coolman, Amos, Bennett, Lynch, Jarvis, Walker

ORD-19-032

Development

An Ordinance To Authorize The Mayor To Enter Into An Agreement For Building Department Services With Dynasty Inspections, LLC For The Provision Of Building Inspections And Residential Building Official Services ([Ordinance, Exhibit A](#))

- First Reading Only

ORD-19-033

Development

An Ordinance To Amend Chapter 1321 Of The Codified Ordinances Of The City Of Canal Winchester To Adopt The 2019 Residential Code Of Ohio

Including All Referenced Standards Therein ([Ordinance](#))

- First Reading Only

I. Reports

Mayor's Report

[19-045](#)

[Mayors Report](#)

Mayor: thank you Mr. Jarvis; just in my written report I want to point out one item in there; City of Canal Winchester and Franklin County Public Health will be hosting a substance and alcohol abuse seminar on June the 6th from 6:30-8:00 at the community center; I think this is very important to all communities; so if you have an interest in any of that you should attend; it's open to all ages; and the Kris Sims memorial spaghetti dinner was probably the best we've had so far; at the time of print we were at about \$2400; do you have an update on that Amanda; Jackson: well that will be \$2400 plus what you gave me today; so we're somewhere between 24 and 2500; so that's probably the best we've ever done; so congratulations to everybody there; that's all I have on the mayor's report; however I do need approval for the April 2019 mayor's court report.

A motion was made by Bennett to approve the Mayor's Court report for April 2019, seconded by Lynch. The motion carried with the following vote:

Yes 7- Bennett, Lynch, Amos, Clark, Coolman, Jarvis, Walker

[19-042](#)

[April 2019 Mayor's Court Report](#)

Fairfield County Sheriff - I have nothing further from my original report sir.

Law Director - thank you; we do have a need for an executive session this evening; hopefully not too long; for purposes or acquisition or sale of real estate; and other than that I just wanted to let you know I'm awfully proud of my team at work there; today was our filing date for our request to take the municipal income tax case to the Ohio Supreme Court; we were joined by not only the city of Akron has filed its own brief in support but interestingly a group of about a dozen what would be municipal law or local government law professors from across the filed a brief to support sending this to the Ohio Supreme Court because it's that important; a national phenomenon that local governments have the ability to control their own funding sources; we'll wait the state law and obviously file a brief hoping that the supreme court doesn't take it; of this isn't a case of general public interest all residents of Ohio which is sort of the standard of the supreme court then I don't know what is; fine work by Thad and other folks in the office; we'll wait to hear from the supreme court; other than that no further report unless you have any questions.

Finance Director

[19-044](#)

[Finance Director's Report, April 2019 Financial Statements](#)

Jackson: thank you Mr. Jarvis; just a couple things from my written report I wanted to highlight; the auditors were in last week for two whole days; so I expect them to come back in June to finish up; so far so good; don't forget that the pool opens this Friday at 4:00 pm; so we've been selling memberships and pool

parties online; if you know anyone that hasn't gone on yet and purchased those; please encourage them to do so; especially the memberships so we can have their cards ready and waiting for them at their first visit; that's all I have.

Public Service Director

19-043

Public Service Director's Report

Peoples: Thank you Mr. Jarvis; the only thing from my report is the pool season getting up and running; it opens on the 24th; all ready to go;

Development Director - just a few quick updates; there is a ribbon cutting ceremony planned for the new Edward Jones Financial Planning Office; it's going to be in the Winchester Office Park; so that will be there first business to open within that complex; so that is taking place at 3:00 pm on Wednesday; an update on the former Marathon lot at 26 W Waterloo the single family home; you should see some activity there later this week; they plan on starting the demolition of that; the whole thing should take two to three days; it may be done and down by the end of the week; you should see that taking place here fairly quickly; and then thanks for getting the annexation and the zoning sorted out; so that's kind of the last steps we have before we can close on the property there; Mr. Lynch mentioned the three single family homes in the annexation; those are all now in contract to be purchased by Northpoint; all of those three single family homes; they'll be pursuing the annexation on behalf of those property owners and potentially the rezoning of those as well; and likely all of those homes will be demolished and incorporated into the development they can close; Lynch: so based on that annexation map we proved it didn't include those three; Haire: it does not include those three; so we needed to get the annexation done so that those three home are now contiguous to Canal Winchester so we can file the annexation to have them incorporated into the city; makes it easier.

J. Council Reports

Work Session/Council - Monday, June 3, 2019 at 6:00 p.m.

Work Session/Council - Monday, June 17, 2019 at 6:00 p.m.

Public Hearing - Monday, June 17, 2019 at 6:45 p.m.

- 2020 Tax Budget

CW Human Services - Mr. Lynch: Lynch: nothing to report at this time; Amos: we do have a retirement party tomorrow; Lynch: yes for Penny Miller; that is Wednesday; Jarvis: that's at the community center; Amos: starts at I think 11:30.

CWICC - Mr. Clark - our next meeting May 29th 11:30 at the Interurban building.

CWJRD - Mr. Bennett/Mrs. Amos - the next executive board meeting will be Thursday, June 20th here at Town Hall at 7:00 pm.

Destination: Canal Winchester - Mr. Walker - our next meeting is May 28th 6:30 Interurban; I'd like to also add that the Art Stroll was very successful; the was first year hosting; that was this past Saturday; very successful; also, TOSRV extremely successful that was also last Saturday; we had approximately 500-600 cyclists; so another great

day with TOSRV and the Art Stroll; this Saturday is opening weekend for the Farmer's Market.

Old/New Business

Jarvis: we did carry over a topic from work session 19-041 to talk about the 2020-21 elected officials salaries; that's the mayoral salary and the council salaries; I don't know whether there's anyone on staff would like to lead that discussion or whether we just share our opinions; we were given reference materials from MORPC salary study for the latest which was 2018; that's something to look at; and then you've got your own ways of normalizing that data because it's a little difficult right; when we look at some of these towns nobody is exactly the same as us and you have to apply a little bit of logic to what you're reading; but at least it's something of a guideline; does anyone have any thoughts about it; Walker: I'll open up with a little bit of some research that I had done four years ago; the cost of living adjustment increase every city and everybody takes a lot of different things in when they're thinking about this lets say for the mayor's increase or council's increase and cost of living adjustments are aimed at ensuring that benefits keep up with inflation; you can go so long which congress, Mr. Clark informed us it was quite a while ago and heard it before that congress had not given themselves a raise for so many years that they couldn't even afford to live in Washington because it just exceeded; they kept forgoing letting it go the cost of living raise; then you play catch up trying to keep up with the other cities; so when you have to take something into consideration when you're looking at these raises and the three percent is in line, Mrs. Jackson help me here; with the city employees would be at around a three percent increase is that correct; Jackson: we've been at 2.5 the last two years; Walker: so 2.5 to three percent; and I believe last year according to social security would be at 2.8; Clark: 2.8 was our cost of living in 2018; Walker: would be the COLA and the 2019 won't be out until October; it won't be announced; so we only have again there are different things too; we've been compared obviously with having a mayor; just speaking on the mayors part here; where some cities have an administrative assistant for the mayor; our mayor does not have a city administrator; that would probably, again Mrs. Jackson I'm going to ask you again to help me here, approximately 45-50 thousand that possibly would be and then benefits on top of that is that correct; Jackson: for an administrative assistant; Walker: if there were to be one yes; Jackson: that's probably maybe a little high but; Walker: let's just say 40 plus benefits; Jackson: yes that's fine; Walker: and medical benefits would be approximately; Jackson: about 30,000; Walker: 30,000; so 40 plus 30 so we'd be looking at 70,000 that is not being spent; so again there's many things; how many people are looking at us comparing with other cities; we're not comparing city managers; we have a strong mayor and don't have the city manager so; so that's pretty much all I have to open up with; Jarvis: are you proposing an across the board increase based on cost of living in the index of 2.8 or 3 percent; Walker: just basically starting a conversation; just like to go from there just to open it up; not really proposing anything yet; Bennett: Mrs. Jackson last time we went through this exercise I believe council abstained from an increase; what was the mayors increase a 2 percent raise; Jackson: let me check; I know he did not receive at the midpoint of that two year ordinance; I can tell you that; Mayor: at that time there were two options for council; one was six percent to cover two years which is basically what you went with and the other was, I forgot what it was; it was a higher rate the first year and then it went into another rate the second year; and you opted to go with the six percent that covered both years; so that would equal out to three percent a year; Bennett: I'll jump in; from a cost of living standpoint if we wanted to continue to make the argument that the mayor deserved a cost of living increase there's I think potentially an argument to be made for that; this is sort of a full time job; our obligations here; we can do a cost of living increase; there's no way to ever live on this salary; this is potentially always a part time position so from that standpoint and looking at other communities about our size we're fairly in line from a council perspective;

obviously I'm one voice of seven; but from my position I think we've seen our health benefits are pretty amazing from that standpoint; so I think that's a great benefit to us; so my position would be I guess I'd be open to a discussion for merit increase for the mayor based on cost of living adjustments; I'd be less open to a council adjustment; Walker: now there's one thing I believe and I may be wrong there merit wouldn't come in play to; Bennett: cost of living instead of merit; Walker: basically when I say cost of living basically it's trying to keep up with the inflation is why I had brought that up; certainly its elected official so it wouldn't be by merit is that correct; Bennett: that's correct; I misstated myself there; cost of living; Jarvis: just to respond to that I tend to agree with your assessment on the council side; I remember when I started on council and they asked for a W9 and I realized oh my gosh you get paid to do this to represent your community and it was a surprise; so ever since then I've been kind of like you know; I've never felt 100 percent comfortable with it; and just to be clear this is no reflection on Mayor Ebert or his performance; I think he's had a very good run; but in regard to this matter and the pay raises and such I feel that we are kind of where we need to be on both sides; I'd be status quo guy for this topic; Walker: well I will make it clear on the council side I do believe that we are right sized; Mr. Bennett on the as far as council I look at that and yes it's not a full time position and I agree there as far as the council I would be in line to say that with council we would I would feel staying at the same; but again with mayor I probably would feel there being that it is a full time without an administrator or administrative assistant that is a different issue; different situation; Jarvis: Mr. Hollins before we go any further with this we're emulating a voting process here a little bit but I don't know how to avoid it; Hollins: honestly the concern arises when that would happen outside of the public context and as long as you're doing that in public and there's no formal vote right now; continue the discussion; you're just talking about it; I think legally when people have concerns it's when a decision is made in an executive session and not in a public session; Jarvis: okay thank you; Clark: I just had a question to Mrs. Jackson; the last two years the mayor got a six percent; three percent for each year but; Mayor: no I got six percent one year; Jackson: correct; Clark: but we kind of though it goes for a two year time period so you could kind of make a case that its really three percent each year; he just got it earlier than waiting for the; Jackson: yes so 2016/2017 there was no raise between those two years; there was a raise between 2017/2018 of the six percent and then there was no raise between 2018/2019; Mayor: I will say had you chose the other option and I don't remember what that option was but I do remember that the salary would have been higher than what I'm making now at this time; I don't remember what that was though; I think it ended up being like 97,000 and some odd dollars I believe; it's at 95 now; Clark: the increase this year is worded how; it's 2.5 and 2.5; Amos: that's what they're asking us to do; Jackson: there is no written legislation for this; Hollins: I found an old email by the way and you can fill in the blanks; mayor was 85,000 for 2014; 87.5 in 2015 with a \$500 vehicle allowance; three percent increase for 2016 to 90; no increase for 2017; and then you probably pick up from there with 18 and 19; Jackson: yes that's all correct; Lynch: if I'm looking at these numbers here maybe I'm looking at this a different way; cost of living raises and everything aside if you take a look at what we make as council and at the mayor on a per capita ratio; if you take a look at us we're basically \$13.50 per capita; if you look at Reynoldsburg it's \$2.77 per capita; you look at Findlay it's \$1.82 per capita; you look at Cuyahoga Falls it's \$2.62; Mayor: their population is almost triple what ours is; Lynch: exactly that's what I'm saying; Mayor: but our growth is a lot better than theirs is; Lynch: we're growing a lot but what I guess I'm getting at is we don't do too bad in this town; I don't see there's really a need for an increase in salary' that's my opinion; I certainly would not want to take an increase myself; not in this position; Walker: and I'm with you; Clark: I'm fine with that; Walker: we are as well; Lynch: that's just my opinion; and again just looking at a per capita we're very generous; Coolman: I would like to throw my two bits into the anti; last time this came up I was not sitting on this side of the table; I was at that podium and speaking as a citizen; now that I'm on this side of the table speaking on behalf of just being a member of

council; I agree with Mr. Bennett; for me I'm in a profession where if you don't perform you don't get paid period; so for me sitting here in this chair I didn't select to take on this job responsibility to represent my community because the pay; but what really makes me want to step up and spend that extra time I know we have mentioned before that it's a lot of pages of reading on the weekend; it's a lot of commitment; and for people who work more than 40 hours per week sometimes that's a real drain; so we do put forth effort and we have to do research cause we're not fluent with this but what makes me want to get up and do that are the benefits; I think the benefits for us in this position speak louder than pay; so I'm okay with council members receiving no increase; as far as the mayor is concerned the way I look at it there's two different types of government around central Ohio; it's either a mayoral system or it's a city management system; if you have a city manager, Mr. Walker alluded to having just an assistant for the mayor but let's talk about the other side; some of that data we looked a lot of those municipalities had city managers and each has an assistant; that's an average of between 200-300 thousand dollar additional expense on our budget; and for what did they gain; I'm not sure; I know Gahanna recently is struggling with keeping theirs because they can no longer afford it because there's no greater return and their budgets are challenged; then I look at our community; I look at it differently from the standpoint that a lot of those communities that equal us in population or are maybe large than us; for example Findlay; I'm not sure for other than a job interview at Marathon Oil I'd ever go to Findlay; what is there; you know you come here; every time you come to an event here people applaud us for how nice our community is; how well it's run; all the extra services we have; and then of course let's take on the new honor of being one of the quickest growing communities in Ohio; and I'd have to say we have some really good talent employed here; and in my opinion it's the best that is around; and to corral that and keep them in check you have to have a leader; and they don't come around us every day in the form of what Mr. Ebert has surrounded himself with; so for that I think Mayor Ebert I'm in tune and happy to give him a raise; I'd be for that; I think for his the end result is the community we live in; the end result are the honors that we receive verbally every day by our visitors; that is a total reflection on his abilities; to form a team; to progress our community the way it needs to progress with a focus on increasing our income tax revenue through development; he has one of the best development directors that I know of anywhere; and I would challenge any city to match it; so I think to keep the nest you've got to take care of them; Walker: I believe it was also unanimous the last time this came up on council that all of us had voted no raise for council; I believe all seven had voted no and I think we'll get to that; but definitely so far it seems like everybody is agreeing that council is just right sized as far as leaving it alone; so I'd be proposing to leave it alone; Amos: I think we're all going to take the turn giving our two cents so I'm going to give mine; I'm looking at just numbers and not the actual person in the office; I think we offer a very competitive rate because the amount that's shown does not include the car allowance as my understanding; I think we offer a very competitive rate for somebody to come in and serve our community; I think we have a lot of very, very fine people in Canal Winchester that work for us; that put a lot of effort; but that being said when you look at the numbers and the per capita we are very generous with our salary for our city; and we do have an amazing beautiful city; but I think we're very generous with our salary on all parts; just my two cents; it's not directed to the mayor; I think the mayor does a fabulous job; but in general I think that we; when we look at the numbers across the board; they give us this survey to look at for a reason; so if we're looking at the numbers just being honest it's a considerable salary; it's a nice looking package that hopefully the mayor would consider running again and a challenger would consider running to get; Coolman: right; Jarvis: I don't know if anyone else was veer in this position but when I worked for the Department of Defense I went through two reorganizations and one of them I was the primary one on it; so we went through this big drill of staffing basically the organization and the function of staffing you determined what the duties of a position are what authorities it has; you determine its pay grade based on the level of responsibility of that position

and also like level of contacts; if they're contacting people external; but under no circumstances cause you never had a face or name to put with that position it's all generic; you're just looking at that position itself; once again I need to reiterate I'm not talking about performance either; I'm not discounting your comments Mike because I they're from the heart and right on; the way I'm approaching this particular topic is a nameless faceless staffing slot that based on what limited information we have feel that its probably where it needs to be; so what I'm kind of hearing from the group if I'm capturing this right; correct me if I'm wrong the consensus is council is fine where it's at; there's no reason to go forward with anything on that; and then on the mayor's salary there is some mixed feelings about it; something along the lines of a cost of living allowance of say three percent; Walker: I just was throwing out from social security when you're looking at cost of living be rounded off around three percent; again I don't believe it would be base don merit; would that be correct Mr. Hollins; Hollins: well usually your cost of living is separate from additional merit; that's what we do with employees; Amos: Mrs. Jackson you said yours was 2.5 in general correct; Jackson: that's the highest on the scale; I should say that; Amos: in my opinion we should not go above if we consider a raise; if; I don't think it should be above what staff got; Jarvis: right; our task right now though is to determine whether something goes forward; you can vote on whatever goes forward; but whatever goes forward is a recommendation; like I said we'll vote on it later on but we've got to put something together; Bennett: we have to pass; Hollins: and there's other mechanisms; if some people like 2.5 and some people like 3 you draft it one way or the other; somebody can make a motion to amend; we can see if there's four votes; Bennett: if there was a consensus for and increase at all then we need to make sure we're bringing that forward; we want to make sure that we're not bringing something forward that's not going to fit; Hollins: and I'm trying to remember if you have to pass something or if you only have to pass something if you change it; I'll look; Walker: so if we weren't looking at a cost of living which we wouldn't be we'd just be looking at basically staying in line with what the city workers increase would be; Jackson: the only thing I'd like to say about that from my perspective is that keep in mind the city workers get that based on a merit; that's a merit raise; that's based on how we do our job; if you're looking solely at the position of mayor not at the performance take that into consideration because what you are talking about now is equaling his raise to a merit raise; Coolman: for me considering what we have coming up in the next few years; we have a lot of development; we have a lot of growth; it's going to take some expertise and it's going to take a continuation of what that position has already been doing to lead us to this point; we are in the crux of growth right now; and it's just going to come to a head; in the next couple years because of what we have on the agenda; so I don't think that would be; Bennett: I am just curious to ask are there any department heads that their salaries are greater than the mayors; Jackson: yes; Bennett: so there are salaries on staff that are greater than the mayor; Mayor: there's at least one great and some that are real close to being; Jackson: most of that and the one that is greater is due to how long they have been with the city; Bennett: some people have been here a while; Mayor: you just hit it on the head right there; we want to keep the people and we have not had any turnover; since I've been mayor we have not had any turnover; Luke came what seven or eight years ago; Amanda has been here for about seven years; Matt's been here 95 years of something like that; Bill's been here quite a while and they're not leaving us; they like it here; and there's more reasons than one I understand that but I'd like to think I'm part of that; Bennett: I think it's hard to disagree with that; maintaining good people is a talent; I think it's beneficial that we've had that consistency; I think there's multiple ways that you can view this from; we don't lack; in the past maybe there hasn't been multiple candidates for mayor; we've had once consistent thank goodness; Mayor Ebert has continued his tenure here; but if you're trying to create a competitive environment you can argue that maybe we have had that; but also I think you're looking at it from the same point of the head of our city isn't even paid more than it's department heads; is that interesting to anyone else; Clark: that happens all the

time; there was 30-40 people that made more money than; Mayor: and I don't mind that; Coolman: in a sales organization sales people always make more than managers; they always do; performance positions; Bennett: I get salary based off commission; Coolman: I'm not talking commission I'm just saying performance positions generally the performers will earn more than the directors or managers; Amos: in several of our worlds longevity puts your salary above or your education puts your salary above higher directors often; Lynch: I do understand that the pay should be based on performance and everything; that's not to say that no one's performing here; in fact I think the city has been ran extremely well; we've got tons of great amenities here and we are growing; but the data that I have is what's in front of me in a comparison to every other city in Ohio; at least the ones that are reported here; and what mayors and council are paid and what everyone else is paid based on population; and like I said there is no one that comes even remotely close to what we're offering here; and like Mrs. Amos said I think we're very generous; Bennett: Mrs. Jackson what's a three percent increase from the current salary of the mayor; just curious what we're actually haggling over; Lynch: \$2800.00; \$2850.00; Jackson: yeah; Bennett: I mean in that context; Clark: it's really not a raise it's a cost of living increase; things increase; costs increase; that's why people do COLAS most government agencies and cities and counties do a COLA every year' Lynch: but I think like private industry that doesn't always happen; I'm realistic that way; Walker: with the comps right there in front of you Mr. Lynch how many of those have administrative assistants; Lynch: you can take a look at it you've got the same form; it says mayor and then census; Clark: what cities are they; Lynch: this is full time not part time; Mayor: are the cities listed; Lynch: yeah; Mayor: can you rattle a few of them off; I'd like to hear what the other cities are; Amos: some examples Aurora; these are just the charter ones not; so just looking Aurora has 122 full time staff and the mayor makes \$98,000; Bay Village 200 full time staff; Mayor: who; I can barely hear you; Amos: you have Ashtabula; they didn't count in; Mayor: have you been to Ashtabula; Amos: I'm trying to find some that are comparable to ours; Lynch: I've got four right here that basically listed; Canal Winchester it says we have a census of 7,100 people if you divide the salary per capita its \$13.50 per capita; Cuyahoga Falls 49,000 people divide the salary and that's \$2.60 per capita; Findlay; Mayor: what does Cuyahoga Falls have; Jackson: Cuyahoga Falls is beautiful; just saying; Amos: it is beautiful; they have a lot of tourists; Jackson: they have a really cute downtown; Amos: they actually have a lot of tourism is Cuyahoga Falls because of how pretty it is with their backpacking; Cincinnati their mayor is \$131,000 with 296; Lynch: Cuyahoga Falls was 131,000 per year but there was almost 50,000 residents and this is I'm just going by the information that we have right here; that's how I'm coming up with the comparison; like I said when you look at the full time salaries based on census our per capita is; we're good; Bennett: Gene correct me if I can't do this; I would be in support of 2.5 percent increase over the next two years; you didn't correct me so I guess I'm okay; Coolman: well my question on those mayor's salaries how many of them have assistants; personal assistants; Amos: we're not going to be able to tell that from this; Coolman: some of them have it on there; Amos: some of them but not all these have; that's the bad part; half of these don't have it; Jarvis: Mr. Bennett has made a proposal so that we could move forward on this topic; it's acrid for anybody that hasn't been through this; this is very typical; its awkward and uncomfortable and all that good stuff but it's something that we're charged with doing; so we got to do it; so what Mr. Bennett has proposed; first of all council is off the table; big red X; for the Mayor's salary Mr. Bennett is proposing 2.5 percent increase each year; 2.5 and then 2.5 on the following year; does anybody have a problem with that going forward; I'm not asking whether you like that number or of you have something you want to counter propose that's fine; in order to go forward; we've got some division within council; the best way to handle it I feel is to package it and move it forward; Hollins: look at it as a discussion starter and you'll have more opportunities obviously as it goes through council; Jarvis: right and that's something I want to ask; Mrs. Jackson what's the time table for this; Jackson: it has to be passed by July 1; so we have three meetings left after tonight; Bennett: so

we got exactly three left; Jarvis: three or two; Jackson: three; our last meeting will be July 1st; Amos: I think the big thing is that none of us are denying that the mayor is not doing a great job; we all think that you're doing a fantastic job; it's hard to look from the outside standpoint where you said we look at numbers; we don't look at a person; and in my job I look at a job and I look at an education and I look at all different things to make the piece fit together; so you give us a report and that's the hard part is I look through it and go huh well okay it looks like we're doing well comparatively so; Walker: just taking everything into consideration; we're looking at the numbers as well; but I like that Mr. Bennett had got that proposal there and say that we just keep it open for; Mayor: I have to do the same thing with my staff; I'm up against the same thing but multiples; try that once; Bennett: so it sounds like maybe we ask Mrs. Jackson to bring the 2.5; Jarvis: 2.5 each year and bring that forward; unless anyone has an objection; Walker: thank you Mr. Bennett; Hollins: no final vote tonight so; Jackson: alright thank you;

Jarvis: is there any other old or new business to discuss; Amos: I have one; I had sent you all an email earlier asking for us to review ordinance 16 which is the ordinance to establish the rental rates on the city facilities; the reason I had asked is that we are looking to try and find a permanent location for community coffee so that all of our residents and as well take turns floating in and out of there our residents don't have to try to find us; so far we've had to switch buildings every time and we've had residents show up late and say you know we're having trouble finding it so we were trying to establish a permanent location; at this time we are not considered one of the groups that can have the fee waived; so it was my suggestion that we consider changing or not changing but adding to the language that would allow each council member afforded the opportunity to rent the Interurban or the community center for a community or civic engagement event once per month; currently we have no one using the facility for community or civic engagements so this would be the first; there is nobody currently using the Interurban building on Saturday mornings for the dates that I am looking for; as we are trying to rotate out through council and we are going to ask you guys after this; we do need to fill in a couple spots; we're just trying to provide a permanent house for something that to this nature; we do have people coming and talking with us and we just want to make sure that they can find us easily so that whoever is there that day the residents have the opportunity to find it easily and to; Jarvis: it's an attractive building; I don't have any objection to that although I would if the language did change to extend it and elected official within Canal Winchester to do that it prohibit any political messages; cannot be used for political gain and couldn't be used for commercial; it would have to be used for non-commercial; in other words like if Will you had a bridge club or book of the month club; yeah everybody is picking on you tonight; poker a forty dollar buy in; if you had something like that then there would be no political message; you're not selling anything; Amos: or campaigning; I agree with you; Bennett: the other potential option is if we don't edit the ordinance and just get the Mayor's consent to waive for the remainder of this year as we figure out whether or not; is this a trial year for this program; is this something council would officially adopt after this year; Jarvis: I don't want to put words in the Mayor's mouth but I think you were saying that my hands are kind of tied; Mayor: it was given my discretion from council when this was adopted whenever it was; Jackson: 2016; Mayor: it was given my total discretion; I even tried to get some guidance from council and nobody wanted to help; so it was totally up to my discretion; Hollins: except on weekends; Mayor: yes except on the weekends; Hollins: yeah if it's a Saturday the ordinance right now constrains it and we can't waive it; Coolman: it says under section IV that there are certain community organizations as termed by the Mayor or designee that are granted free rentals of the Interurban station and or community center; no group with free rental status may use the facility free of charge more than two times per month and are not permitted on weekends; that's section IV of the ordinance; Mayor: and you're right; and I did read this once I got Jill's email; I did go to this and look at it; and there's more than one issue there is the reason I did not

waive it; Amos: and I know the original concern was other council members we are floating them out and we have to get some people scheduled; so we have June open and we have two spots in July open; so we are rotating these out; our hopes are though that for those serving that you would want people to be able to attend and they could find it easily; so that's our whole objective; the rental fee was; Jarvis: I think you made your case of that; the sticking point is the weekend right; I guess the reason for that is that there was an assumption that staff would be required to let them in or to verify that the building wasn't left trashed by whoever was in there; Mayor: I don't recall that was a council decision that I don't recall what it was; Jarvis: I don't either; Peoples: it was so we didn't have free rental blocking out paid rentals; especially at the community center there's revenue that comes in and if we had a bunch of free rentals going on we wouldn't be able to make that money or generate that revenue; Mayor: the Interurban is just now beginning to become popular so I say; we've kind of limited it to certain groups; no kids; no boy scouts and no girl scouts; no stuff like that; but it's just now becoming appealing to the adult groups I'll say; so there's probably I don't know how many rentals there are that are booked; there may not be any; I don't know; Bennett: I guess from my viewpoint on this Mayor if there was a paid rental within a certain window you'd move our event for that paid event; Mayor: but what if someone wants to rent it but council wants it for a Saturday and then somebody wants to rent it after that fact; Bennett: we'll move; I think within a seven day window; Mayor: but here concern is confusing the public as to where the meeting is going to be; that's just going to confuse them even more; Bennett: not hats not great but at the same time we're not trying to turn away revenue; Jarvis: I don't think it would be frequent that that would happen; Amos: as of right now I was able to go in and reserve; there was no rentals for the dates that we currently scheduled; there was no rentals; Bennett: I think if we argue section V of that ordinance; counteract section IV a little bit; the Mayor has the opportunity at his discretion to modify any; Coolman: right, to modify anything based on [public demand; right now at this very moment there may not be any; but who's to say; we've got a big restaurant opening that has already I believe voiced that they would like to use the Interurban; Mayor: and they have expressed that; Coolman: and we have two more business coming in on Waterloo; what if they want to hold their public training sessions there; we have construction company over here on High Street that they have no facility to train their drafters; I'm just saying; have they yet; no; but my whole point on this is that I don't think that the ordinance is already in play and now we want to come back for this specific agenda; when this first was mentioned by Mrs. Amos I put out an email to everybody stating what my reservations were and one of them was the reflection on each of us when the city is involved by us using their facilities or their personnel in organizing this thing; because it looks like all of a sudden now we're getting favoritism; and we're going to walk in here because we can't find a spot to have this community coffee and we're going to change an ordinance because it doesn't suit us; that to me reflects poorly on us as decision making council members; Amos: Mr. Coolman we have found many spots; we've had many places open up to offer it to us; the whole point was to find a spot so that our community was not trying to find us every single month; we've had lots of businesses offer to host it; Coolman: then why can't you use one of them; Amos: it's much easier to have a set location; I'm not saying it has to be Interurban or it has to be community; we asked for Interurban originally because no one has been renting it; we thought one it would increase traffic; and two it's the right setting; it's a conference table; but there's nothing that says that we couldn't come in here; we're just looking for a space so when council members have this the community knows where to go and doesn't have to go seeking us out; this is supposed to be a community engagement and to let our community know that we're listening; it doesn't have to be one of our rental spaces; it could be here; we're just asking to be able to have a space where all of us can have the community know where we are; Coolman: I fully understand that and as you earlier stated you have many other options but by coming back and engaging the city to change so that we have acceptability to a city building; that does not resonate very well in my opinion on us; so it

looks like we want favoritism versus what others could get; Amos: we're asking for it for our residents; so our residents can have a way to get to us easily; it's not for personal gain; Coolman: I still challenge that on that fact that we have certain areas in the community that no matter where you have it someone's always going to struggle getting somewhere; and in the true definition in a community outlook program most community outlook programs are defined by their; Clark: you guys are cancelling the meeting or going ahead with it; you're moving it around' it's your call; so this is your event; this is Will and Jill's community coffee; Amos: that's our intention to be able to rotate our people; yes it was my idea to start this and Will has graciously stepped on and helping me support because he did have a lot more experience than I did with discussing some of the things that happened before I came on to council; but our intent is to have members rotating out; Bennett: this is how we spend every fourth Saturday; Coolman: well then I guess my question was in April's event; Clark: why don't we go on a basis where we rotate more than just your two and one more every time; Bennett: one thing we wanted to chat about tonight as well is how we get other people rotating in besides just the one extra person; at the same point I guess there are some other questions about promotions that I had for Gene; as a side not on how that works; Coolman: with no disrespect Mr. Bennett and Mrs. Amos when the April's event was canceled I never received a phone call; if you guys couldn't attend it, it wasn't put out there to anybody; I didn't get a phone call; I didn't get an email; did any of you get one; she was at the Easter egg hunt and I think you were at the trash; Amos: that was the one that Bob and I couldn't attend; Walker: it was council last month and you had mentioned the May 25th with no place and no time and by the time you had gotten back with and still no place and no time I was already at three other engagements; Amos: well our goal is fourth Saturday of every month; Walker: I like what Will had mentioned I think if we're going to do something like this why does it have to be just Saturdays; because there's a lot of people that can't; if it could be different days too because not everybody is available on every Saturday; if you had rotated it out like Will had mentioned; rotate three different people every time; so its more of an outreach; Bennett: I comp[lately agree Mr. Walker but there were so many parameters put on us at first that had to be followed; I think if we're in a place where somebody else is willing to coordinate taking all then notes and entering all the data; Clark: I've gotten one communication about a meeting; I've gotten no follow up; Amos: you've seen all the messages come from community coffee; you've seen the spread sheets that have come out; any communication has been shared back; you've got the same thing we've gotten; Clark: I've gotten one; I thought you were going to send notes of what was spoken after every meeting; Amos: we have; Clark: I haven't gotten them; Jarvis: this is kind of going off into the weeds here; you made a request; Clark: did you send this week's already out; Amos: no we just finished them; Jarvis: okay will talk about the overall process; what I'm kind of hearing or feeling is that there's a desire for inclusion; also some feeling that maybe Saturdays are not necessarily; it's kind of like a whole revisit here I'm hearing; Coolman: lets put it to Gene; Gene do you have anything to put on this ordinance; Hollins: the ordinance right now would need to be amended to make this happen; so the question right now is the weekend use and whether a fee waiver is being sought for the weekend use and if so we need to draft and amended ordinance; Amos: the ordinance currently applies to the Interurban and the community center; Mrs. Jackson do we have the option to use this facility; is it a building; Mayor: it also has shelter house and athletic fields on it; Hollins: not applicable in terms of charge; Amos: I'm asking about this building; could we use this for community coffee so that it can be in a set place; our intent is to rotate out through people; and we don't want you to have to try and find a place; we want to make sure that the dates are set and that we can blast it out there for the entire year; and we can tell where it's going to be for an entire year; and then you know exactly where to go and you know exactly what dates it's going to be and sign up way in advance; Bennett: part of that is trying to find a place every time; Coolman: well you keep saying that but it was stated earlier that you had seven or eight businesses; I would just like to know what is the full venue if other locations that are available; my concern is

if you have retied folks and we've all seen them walking in town with canes and limps and they're not always bale to climb those steps out there; Bennett: well it does have a ramp; Coolman: but that's Interurban; but I'd like to know what the other venues are that you have access to; you said earlier that we had seven or eight locations; Amos: we've had churches; we've had the school; we have had a couple restaurants; Jarvis: what you're saying is that one of those are consistent and you're looking for; Amos: correct; Bennett: it will make it easier to rotate more people in and out when you're not trying to find a new venue every month; so that it makes it easier for us to rotate in and out this event; I hear what Mr. Coolman is saying; if this is sort of a trial run year for this just to see if this is a viable program; because I know other cities have tried this and failed; I've actually been surprised by the amount of engagement this has received; does this become a full council or adopted council program for actually putting it as an event on the; is it a wider adopted program that we would all be able to have; and I think that's the goal is not have to; Coolman: the goal is to have a foundation to grow; Bennett: the goal is to not have it feel like just me and Jill's event; Jarvis: there's a desire I'm hearing for everybody to be included; Bennett: I think that's our desire as well; and maybe a little bit more than just one at a time if that can be worked out on a schedule; where you have one person for continuity who knows or who has been through it once or twice and they can sort of facilitate while somebody else is coming up to speed; so that's one thing; it has nothing to do with the facility; Coolman: well the other requirement is if they plan to grow it we need to have seating capacity; so how many meetings have you had so far; four; Amos: we've has four; Coolman: what the average attendance; Bennett: probably somewhere around ten; Amos: we've had ten to fifteen; the one that Bruce was at I think we probably had sixteen; right now the Interurban building would house it because you have almost thirty seats around the table; it's also a nice conference room table; and Mike let's not jump ahead. It isn't there yet; if it took off; Coolman: I'm just trying to validate the facility size that's needed; I'm just trying to say if that's where it's at what kind of growth can be expected; Amos: I guess if I could amend my request it would be to allow is to use the building until he end of the year and see where this goes rotating out members who have the opportunity to take a turn on it; were putting out a google sign-up sheet where basically you guys can go on and put up; we know we can't have more than three; again our intention is not to stay on there every single month because it doesn't allow for everybody to have an equal chance but if you want to be able to do it then we want to try to set this up so that not only does our community have easy access to it but that you're not trying to build it yourself every time when it's your turn to run it; Jarvis: would you consider weekday evenings; changing that rather than Saturday; it seems to be a rubbing point; Jackson: why can't you rotate it; so that sometimes it's on a Saturday and sometimes it's on an evening; Walker: that's what I was getting at when I mentioned it earlier or that it just wants always on a Saturday; because I mean there's coffee houses everywhere; there has been for years; there's all kinds of coffee houses so it's just like coffee in the morning kind of thing; it could be seven in the evening when people get home or just a rotating type of deal; Bennett: I think the ease there was that if you weren't to have a solid marketing plan for this program; so with the limited opportunities to start pushing this out to the community one of the benefits is having it on a consistent day and consistent time; so once a community member learns that it's the fourth Saturday of every month 9-11 you can share that with your friend; you can say hey you know what I heard you talking about that; it allow sit to be word of mouth when its consistent; Jackson: doesn't that automatically rule out anyone let's say that have kids that play summer sports; Amos: you would think but we've actually had several that have attended; they just come for a few minutes before their sports; Jackson: I just think myself personally at least once a month I am not in town on a weekend and if that weekend happens to fall on the fourth weekend I would never have the opportunity to attend; Walker: it would be difficult for me to have that opportunity as well; so it's not only the public but all council; Jackson: what about people who work Saturdays; Mayor: like Mike works the Farmers Market; what time do you have these; Amos: 9-11; Bennett:

they're not necessarily 9-11; they're kind of in and out; Amos: and we've had people drop in on the first one that didn't come back until the third one; they're not there every single meeting; Jackson: isn't the point of this to be to get different people to come and not the same people every month anyway; Amos: well that's our hope is that people kind of come as they want to talk; Bennett: I think we can definitely do it on different nights; I'm not opposed to payin; but I think your publicity machine is going to have to ratchet way up other than one Facebook ad that I'm pushing for twenty dollars; Walker: that's a good point you brought up Mrs. Jackson; if you're on the same basis as everybody would it be this time this date every time that would be thinking that you're going to have the same people every time; but if you're wanting to bring new people it could open up doors; I would think that you would want to refresh and have another twelve or another fifteen and not the same people all the time; Mayor: well here's the other thing too; Charleston Lake for instance has a club house; they have a clubhouse out here on Groveport road at the condos across from the pool; you could do it there and you don't have to announce when it's going to be as long as you're getting those people from that community that's all your looking for; you're looking for different people each time; and the way to get different people each time is to go to their community; Amos: while we do want to see different people because we want them to come in; the other thing is we want them to feel free to come in and just listen; and feel free to come in and just talk; some really cool stuff has come out of there like the friends of 33 project; the recycling program has come out of it; and some of those people have come to the multiple meetings and they've carried on conversations with new community members; so things are coming out of it that are very neat so I don't want to say I just want new people because it's almost turned into the two high schoolers that came in January it's so funny; one of them said in August I'm going to be so sad because I want to come to community coffee; he said I really enjoy talking with community; Mayor: well at each meeting you could announce our next meeting will be wherever; that way those people there will know right away; Walker: put it on your iPhone or your cell phone in your calendar; Amos: I do see the value in having multiple days or maybe a weekday and a weekend; but I go back with Will as we're building this program to get the community to have a set date; and you're not going to capture everybody's schedule but we all know our schedules; one week I'm free on a Tuesday and the next six weeks I'm not free on a Tuesday; so I think we're not going to captures everybody's schedule right off that bat; and I think in this first years it's about seeing is this program going to be sustainable; Jarvis: based on what you've seen you'd say yes; Amos: I'd say yes bit we're only in our fourth meeting; Jarvis: I think the summer is going to be a challenge; but we've got to get out of this huddle here eventually; Mayor: my point is Jill I think if you go to the people instead of having the people come to you it's going to be more successful; Coolman: for the that's the whole idea for any kind of community outreach program I'm involved in; all of our non-profits in town here; and believe me they all have different programs and different fundraisers and different events that they seek the interaction from the population and no one organization has their events at the same place; Amos: I think you meet at Interurban an awful lot; Coolman: I'm not saying meeting I'm saying total events; I'm a nonprofit too; we pay for that no profit status and events that we host; but a simple community outreach program like what Will and you are trying to develop it should be mobile because then you can hit the masses in their home front; if you go to these clubhouses you're going to them; yet you want to sit back in one position and let everybody come to you; and to me that's what you said in the beginning was people don't want to come to us here because they're afraid of speaking into the microphone; well if they're not going to come here and we're scheduled every Tuesday night during the month for the meetings we have what's going to make them come to another location to speak in front of council members; they may know you and Will but they don't know Clark or myself or anybody; Amos: but the majority people who have shown up I've not met before; it's been very encouraging; Bennett: I would like to just say that Mayor I hear you about going to the people but I will say as a counter to that, that requires a member of council to lead

that every month and it will make it harder to rotate people in and out; the desire is to rotate is to get more people in and out; consistent time; consistent location will make that the easiest opportunity to do that; but if the desire of the group is to put it on Jill and I to continue to find new venues and move these meetings and make day commitments and weekend commitments then it will be harder to make those opportunities; I'm not trying to play hard ball or be difficult it's just the truth of who's going to bear the weight of this; Jarvis: right and this discussion we'd have to have for probably another hour or two to sort it all out; next time we have a committee of the whole meeting I'd like to do that; so let's go back to the immediate question of can they use it on Saturday; is that within your authority to grant Mayor Ebert or is that something that requires; Mayor: it's within my authority if council gives me authority to do that; Jackson: according to the ordinance it is not; not on the weekends; Hollins: at least not free of charge; there's specific sort of controls over the general that we addressed; although I think the charge is only twenty bucks; Bennett: that's fine I'll give them twenty bucks; Jackson: well first off its twenty dollars an hour; Hollins: oh I'm sorry; Bennett: fine deduct the twenty dollars an hour from my council check and I will pay it; I will pay the sixty dollars; Jarvis: well that's honorable but; you've reached your limit; Bennett: pay the sixty bucks and we can move on; I do have one other piece of business if I may Mr. Jarvis; Jarvis: proceed; Coolman: are we going to handle this first; Amos: he wants to know if we're going to make a motion to change the ordinance; Bennett: no we're not; I'm paying sixty dollars; Amos: no you're no you're not paying sixty dollars;

Bennett: I wanted to get back to the hands free conversation and see if there was desire to bring that ordinance actually to council; I think Mr. Hollins had shared some information with council; I guess the next step is a decision for council to either bring that ordinance forward and make that an ordinance; Jarvis: I meant to look at that again to refresh my memory on what the differences were; this is another good one that I would prefer to discuss as a group unless anybody had a feeling; I didn't want to go too far but I think tweaking what we've got is in order just to match what the state has; now the question is do we want to go further than that; Bennett: but I think what Mr. Hollins said is the state doesn't make it a first offense; Hollins: a primary offense; Coolman: it makes it a secondary offense; Clark: so they can pull them over for holding a device right; Jarvis: right but that's something you feel might be in order; Bennett: I'm asking if there is a desire to move it forward; there are seven of us here; Coolman: every day I sit at that light out at Walmart and I see people just playing around; Jarvis: it's bad but at the same token we don't want to go too far; and I think there is a line that; if we can find that sweet spot that is better than what we have but maybe not where we're going; so Mr. Hollins is that something you might be able to bring us and we can discuss it and we'll have the first second and third reading and we'll table it if we have to talk about it more than that; Hollins: I hear making it a primary offense but I don't hear going all the way to what Bexley did which is totally hands free; is that what I'm hearing; Jarvis: I'm not there yet personally; Hollins: so I can draft that; Jarvis: there are time like if you're looking at GPS or whatever I guess you could put it in the stand and look at it; Bennett: but if you're going all the way to hands free you'll also have to figure out what are the publication methods for announcing that; how are you indicating that; it would require a much larger plan; I'm not for hands free; I mean I am for it but at the same token there's got to be a sort of larger implementation around it; Mayor: I think we needs a show of hands from council who would want to do this on the weekends; Hollins: we've moved onto the texting while driving; Mayor: I know; Amos: would you agree with allowing us to use the building on Saturday yes or no; Bennett: I'm going to pay for it; Amos: no you're not going to pay for it; Jarvis: I don't want you walking away like that; Mayor Ebert seems like he just wants to find out where our minds are on it; Bennett: I don't want Mr. Hollins to have to redo the ordinance to allow this to happen; I think it's just worth the sixty dollars; Walker: my suggestion Mr. Bennett is the only day you can't okay is a Saturday so you just forgo the Saturday for a moment; Bennett: I'd rather pay and

have it on Saturday; Coolman: I like Mr. Bennet's approach; after all the city is investing in him and giving us benefits and he's just giving back; I don't have a problem with that; how many meetings are we talking about; Bennett: the rest of the year; Amos: so if you take a turn are you willing to help put forth part of the money for the rental; Coolman: I've put forth money for other things than that; that's not a problem; Amos: just asking; Coolman: money's not an issue; Amos: in case you have to foot the bill while we're rotating out members that's all I'm saying; if we're rotating out members; Walker: I would chip in to it if I have a time and a place; Clark: you now I think it's safer that way anyway; Amos: the Mayor brought I back up; Coolman: the Mayor is staying status quo; Hollins: the three council members that do show up all bring twenty bucks; Walker: there you go; Amos: we'll drop our envelope in the door; Hollins: we know where to find you too if you don't bring your twenty bucks; Mayor: we have an executive session; Jarvis: we still have more to do this evening; Amos: we still need to close out' Gene was talking about hands free and we all agree; yes, yes, yes; Walker: I'm at a point to bringing it up to what the state's doing; Clark: what's the difference between holding a coffee and holding a phone; Walker: and I brought that up the last time; a sandwich a soda pop; right now I'm just more; I'd like to see it brought up to state level; Hollins: remember the state is still secondary offense; what I heard is draft one where its primary; Jarvis: you can capture it that way and we'll discuss it and let's put a stake in that; we're done with that; we're not talking about it anymore; and we're done with the previous topic right;

L. Adjourn to Executive Session @ 9:02 p.m

A motion was made by Bennett to adjourn to executive session, seconded by Amos. The motion carried with the following vote:

Yes 7- Bennett, Amos, Clark, Coolman, Jarvis, Lynch, Walker

Council returned from Executive Session at 9:46 p.m.

M. Adjournment @ 9:46 p.m.

A motion was made by Bennett to adjourn, seconded by Amos. The motion carried with the following vote:

Yes 7- Bennett, Amos, Clark, Coolman, Jarvis, Lynch, Walker



Madison Township Fire Department

Franklin County, Ohio

4567 Firehouse Lane

Groveport, Ohio 43125

Sta. 181	Business Tel: (614) 837-7883	Fax: (614) 836-0716
Sta. 182	Business Tel: (614) 837-5149	Fax: (614) 837-5147
Sta. 183	Business Tel: (614) 828-8545	Fax: (614) 829-7424

CANAL WINCHESTER

MAY 2019

Mayor Ebert, Members of Council and Staff,

We have recently changed our fire software to integrate with our EMS software. While we have gained several efficiencies, we are experiencing a learning curve when it comes to the report writing software. Please bear with us during this learning curve.

Madison Fire	(All)	EMS	ALS 422 <small>Advanced Life Support</small>	BLS 149 <small>Basic Life Support</small>	FIRE	99
Canal Winchester (Only)		EMS	ALS 67 <small>Advanced Life Support</small>	BLS 20 <small>Basic Life Support</small>	FIRE	19

FIRE RUNS - 19 total	Service Run	Greensview	Smoke Detectors Out of Date
	Open Burning	Groveport Rd	Clean Burn
	Personal Assist	Covenant Way	Chair to Wheelchair
		Greensview	
	Medical Alarm	Snowberry	No one home
	Foreign Odor	Gender Rd	Nothing Found
	Elevator Rescue	Gender Rd	No injuries
	Animal Rescue	Heffley Ct	Nothing Found
	Auto Fire	33/Gender	Nothing Found
	Fire Alarm	Bentgrass Blvd	Smoke from cook out
		Bromont	Cancelled Enroute
		Fox Hill	Nothing Found
		Lehman	Bad Pressure Switch
		Gender RD	Cooking Smoke
		Cherry Bend	Faulty System
		Thrush	Faulty Detector
		Winchester Blvd	HVAC system maintenance set off
	CO Alarm	Mac DR	Faulty Detector
		Seymour	Power Failure

Respectfully submitted,
Chief Jeff Fasone

Our Mission: To deliver The Best Possible Service To Our Customers

RESOLUTION NO. 19-009

A RESOLUTION AUTHORIZING DESTINATION: CANAL WINCHESTER TO OPERATE THE "CANAL WINCHESTER BLUES AND RIBFEST" ON THE VARIOUS STREETS AND SIDEWALKS OF THE CITY OF CANAL WINCHESTER

WHEREAS, the annual Canal Winchester Blues and Ribfest is to be held on July 26 and 27, 2019; and

WHEREAS, the Canal Winchester Blues and Ribfest is a civic endeavor which is family oriented, safe, clean and fun for all the citizens of Canal Winchester; and

WHEREAS, the Council and Mayor of the City of Canal Winchester desire to express their approval on behalf of the citizens of the City and to authorize the use and control of various city streets, alleys and sidewalks of Canal Winchester for the benefit of this event;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Canal Winchester Blues and Ribfest operated by Destination: Canal Winchester on July 26, 2019 from 5:00 pm to 11:00 pm and July 27, 2019 from 12:00 pm to 11:00 pm.

Section 2. That the boundaries of the Festival shall be High Street from Mound Street south to Columbus Street; Waterloo Street from Elm Street to Trine Street; and Stradley Place which includes the greenspace and parking lot located to the west and north of Stradley Place.

Section 3. That the streets and alleys within the boundaries of the festival shall be shut down to traffic by City staff with assistance from Festival Committee members from 6:30 am on Friday, July 26, 2019 and reopened to traffic no later than 9:00 am on Sunday, July 28, 2019.

Section 4. That Destination: Canal Winchester shall maintain liability insurance for the protection of the City of Canal Winchester, Ohio indemnifying and saving harmless said City from any and all liability that may arise or accrue by reason of the use of the various streets, alleys, and sidewalks of the City of Canal Winchester and shall present a copy of said insurance to the City.

Section 5. That Destination: Canal Winchester shall provide the following at no cost to the City:

- a. City approved electric to all vendors and festival participants
- b. Any costs related to special Emergency Medical Service coverage
- c. Any costs, for auxiliary police, special duty deputies, or regular police as determined to be need by both Destination: Canal Winchester and the city
- d. Payment for trash removal during event hours

Section 6. That the City of Canal Winchester shall provide the following as their contribution to the festival:

- a. Water for use by the vendors within the festival defined area;
- b. Payment of employee overtime hours required for the assistance in closing and opening of the festival area, delivery and set up of the stage, nightly cleanup of the festival area, and miscellaneous issues that may arise during the festival hours.
- c. Contact numbers for appropriate assigned employees

Section 7. That Destination: Canal Winchester designated representatives will meet at least three weeks before the event with the Mayor and any other city officials the Mayor deems necessary to finalize festival related issues.

Section 8. That this resolution shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the resolution as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

RESOLUTION NO. 19-010

**A RESOLUTION STRONGLY URGING THE OHIO GOVERNOR AND MEMBERS OF THE OHIO
GENERAL ASSEMBLY TO RESTORE THE LOCAL GOVERNMENT FUND TO PRE-RECESSION
LEVELS**

WHEREAS, the Local Government Fund was reduced in 2011 by 50% during the Kasich Administration, from 3.68% of General Revenue Funds to its current level of 1.66% of General Revenue Funds; and

WHEREAS, past Ohio General Assemblies have repeatedly decreased funding and revenue sharing in recent years in addition to significantly reducing the Local Government Fund, including eliminating the Estate Tax and phasing out the Tangible Personal Property Tax; and

WHEREAS, these reductions have resulted in an annual loss of revenue of approximately \$100,000; and

WHEREAS, this sudden revenue loss has made it increasingly difficult to provide basic services, rebuild infrastructure, and bolster public safety services to fight the opioid epidemic; and

WHEREAS, when municipalities experience success in fostering safe communities, building sound infrastructure, and increasing economic development, the State of Ohio reaps the benefits as well.

WHEREAS, a reinvestment of Local Government Fund would aid the state in its goal of lowering taxes on the individual by enabling municipalities to decrease the local tax burden.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. The Ohio General Assembly should restore the Local Government Fund to pre-recession levels, ensuring that these local communities are able to provide crucial services and improvements in infrastructure and public safety.

Section 2. This Council does hereby declare its opposition any further cuts to the Local Government Fund or the future diversion of revenues from the Local Government Fund.

Section 3. That this resolution shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____

CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the resolution as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 18-046

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING AN APPROXIMATELY 69.237 ACRE TRACT OF EXCEPTIONAL USE (EU) TO LIMITED MANUFACTURING (LM), OWNED BY GENDER/THIRTY THREE, LOCATED ON THE NORTH SIDE OF WINCHESTER BOULEVARD (PID 184-000532 AND 184-000871)

WHEREAS, the rezoning of the area hereinafter described has been proposed to the Council of the City of Canal Winchester; and

WHEREAS, notice of a public hearing has been duly advertised and the public hearing has been held before the Council of the City of Canal Winchester; and

WHEREAS, a public hearing has been held by the Planning and Zoning Commission of the City of Canal Winchester with a recommendation for approval of the rezoning;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That Part 11 of the Codified Ordinances and the Zoning Map of the City of Canal Winchester, Ohio, which is part thereof, be and hereby is amended as follows:

That approximately 69.237 acres, located on the north side of Winchester Boulevard, PID 184-000532 and 184-000871, owned by Gender/Thirty Three, as fully set forth in the description attached hereto as Exhibit A and incorporated herein by reference, is rezoned from Exceptional Use (EU) to Limited Manufacturing (LM).

SECTION 2. That all other provisions of Part 11 of the Codified Ordinances and accompanying zoning map shall remain in full force and effect.

SECTION 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

MAYOR

DATE APPROVED

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

ZONING DESCRIPTION

69.237 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of Official Record 11357F13 and Official Record 1135F16, all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence, North 85°45'23" West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the City of Canal Winchester Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence, North 85°45'23" West continuing with said South section line, partly with northerly line of said 0.629 acre tract, partly with the northerly line of an original 3.924 acre tract as conveyed to Gender/Thirty-Three of record in Official Record 27286D07 and partly with the northerly line of that 11.280 acre tract of land as conveyed to Phele Investment of record in Instrument Number 201706150081040, a distance of 1493.31 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence, North 4°26'33" East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe found with EMH&T cap at an angle point in said line;

Thence, North 4°20'59" East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23 a distance of 866.30 feet to a ¾" pipe found no cap at a corner thereof in the southerly right-of-way line of State Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA;

Thence, South 61°24'34" East with said southerly limited access right-of-way line a distance of 1698.02 feet to a 5/8" rebar found with a Preferred Surveying Company cap at the northwesterly line of an 11.315 acre tract as conveyed to H.D. Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence, with the westerly line of said 11.315 acre tract the following courses:

South 26°50'00" West a distance of 217.80 feet to an iron pin set at a corner thereof;
North 85°06'32" West a distance of 135.03 feet to an iron pint set at a corner thereof;

Thence, South 4°55'08" West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence, South 64°45'23" East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16" iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence, South 4°14'37" West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 69.237 acres of land more or less, 51.032 acres being out of PID 184-000532 and 18.205 acres out of PID 184.000871. This description is for zoning purposes only.

ZONING DESCRIPTION

69.237 Acres

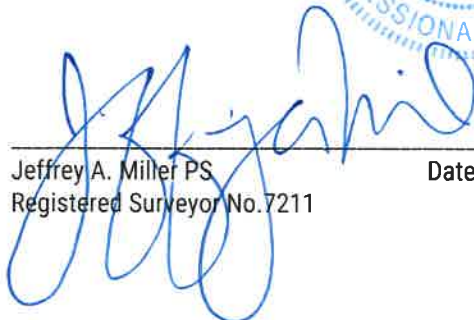
Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".

The basis of bearing is based on a bearing of North 85°45'23" West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using and OPUS Solution.

CESO, Inc.



 9-12-18

Jeffrey A. Miller PS
Registered Surveyor No. 7211

Date 9/12/2018

ORDINANCE NO. 19-028

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) OF NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF ACQUIRING APPROXIMATELY 110.244 ACRES OF LAND AND INTERESTS IN LAND AT THE CORNER OF BIXBY AND RAGER ROADS AND ALL NECESSARY APPURTENANCES AND IMPROVEMENTS THERETO; AND DECLARING AN EMERGENCY

WHEREAS, the Fiscal Officer (the "Fiscal Officer") of the City of Canal Winchester, Ohio (the "City") has certified to this Council that the estimated life of the improvements stated in the title of this Ordinance (the "Project") that are to be financed with the proceeds of bonds and notes hereinafter referred to exceeds 5 years, the maximum maturity of bonds being thirty (30) years and notes being twenty (20) years;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO, THAT:

Section 1. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the maximum principal sum of not to exceed Nine Hundred Fifty Thousand Dollars (\$950,000), for the purpose described in the title of this Ordinance.

Section 2. The Bonds shall be dated prior to the maturity date of the Notes (as defined in Section 4 hereof), shall bear interest at the maximum average annual interest rate presently estimated to be five (5.00%) per annum, payable semiannually until the principal sum is paid or provision for payment has been duly made therefor. The Bonds shall mature in thirty (30) annual installments. Debt service payments on the Bonds in years in which principal of the Bonds is payable shall be substantially equal.

Section 3. It is necessary to issue, and this Council hereby determines that there shall be issued, notes in anticipation of the issuance of the Bonds.

Section 4. Such anticipatory notes (the "Notes") shall be in the amount of not to exceed Nine Hundred Fifty Thousand Dollars (\$950,000), or such lesser amount as shall be determined by the Finance Director and certified to this Council, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Finance Director and certified to this Council and shall mature on such date as shall be determined by the Finance Director and certified to this Council, provided that such date shall not be later than one (1) year after the date of issuance of the Notes. The Notes shall be issued as fully registered notes in book-entry form in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Finance Director is hereby authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of the Notes (the "Certificate of Fiscal Officer") setting forth and determining such final terms and other matters pertaining to the Notes, as required by and is consistent with the terms of this Ordinance.

Section 5. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose.

Section 6. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and

in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 7. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same fall due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Finance Director and certified to this Council, provided that such rate shall not exceed four and one-half per centum (4.50%) per annum. The Notes shall be sold at private sale to Fifth Third Securities, Inc. or such purchaser or purchasers (collectively, the "Original Purchaser") as the Finance Director shall designate in the Certificate of Fiscal Officer at the purchase price set forth in the Certificate of Fiscal Officer, plus interest accrued to the date of delivery of the Bonds to the Original Purchaser.

The Finance Director is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price set forth in the Certificate of Fiscal Officer and interest, if any, accrued to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest received from the sale of the Notes shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes shall be deposited into such funds and used for the purpose of said funds as shall be specified in the Certificate of Fiscal Officer.

The Finance Director is hereby authorized to execute on behalf of the City a note purchase agreement (the "Note Purchase Agreement"), if required, with the Original Purchaser, setting forth the conditions under which the Notes are to be sold and delivered. The terms of such Note Purchase Agreement, if any, shall be consistent with the terms of this Ordinance.

Section 9. The Notes shall be executed by the Finance Director and the Mayor, provided that either or both of such signatures may be a facsimile, and shall be designated "City of Canal Winchester, Ohio General Obligation Land Acquisition Notes, Series 2019," or as otherwise determined by the Finance Director. The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar (as defined in Section 10 hereof). The principal of and interest on the Notes shall be payable upon presentation and surrender of the Notes at their maturity at the office of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Finance Director on

behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. The Finance Director is hereby authorized and directed to serve as authenticating agent, note registrar, transfer agent, and paying agent (collectively, the "Note Registrar") or to execute on behalf of the City a note registrar agreement (the "Note Registrar Agreement") with such bank or other appropriate financial institution as shall be acceptable to the Finance Director and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as Note Registrar for the Notes. The terms of such Note Registrar Agreement, if any, shall be consistent with the terms of this Ordinance. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Finance Director in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Finance Director may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the "Note Register"). Subject to the provisions of this Ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Notes, upon presentation and surrender at the office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Note Registrar shall not be required to transfer or exchange (i) any Note during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Notes, and ending at the close of business on the day of such mailing, or (ii) any Notes selected for redemption, in whole or in part, following the date of such mailing.

Section 11. In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon that transfer or exchange.

Section 12. For purposes of this Ordinance, the following terms shall have the following meanings:

“Book-entry form” or “book-entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes “immobilized” to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of Notes, and to effect transfers of Notes, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

All or any portion of the Notes may be initially issued to a Depository for use in a book-entry system, and the provisions of this section shall apply, notwithstanding any other provision of this Ordinance: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book-entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this Council. Payment of principal of and interest on Notes in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this Ordinance.

The Note Registrar may, with the approval of this Council, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal of and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and this Council. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar shall furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

The Mayor, Finance Director, Clerk of Council, and any other officer of this Council, are each authorized to execute, acknowledge and deliver, if necessary, in the name of and on behalf of the City, the letter agreement among the City, the Note Registrar and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book-entry system.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book-entry system, the City and the Note Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then-acting Depository, shall permit withdrawal of the Notes from the then-acting Depository, and authenticate and deliver note certificates in fully registered form to the successor, assign or nominee of the then-acting Depository, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 13. The City hereby covenants that it will comply with the requirements of all existing and future laws that must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Mayor, the Finance Director, or any other officer of the City are each hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Mayor, the Finance Director, or any other officer of the City, which action shall be in writing and signed by the Mayor, the Finance Director, or any other officer of the City, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with sections 141 through 150 of the Code and the Regulations.

The Finance Director shall keep and maintain adequate records pertaining to investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits (or penalties in lieu thereof) to the United States Department of the Treasury. The Finance Director of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits (or penalties in lieu thereof) to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates. Monies necessary to make such rebate payments (or to pay such penalties) are hereby appropriated for such purpose.

Section 14. The law firm of Frost Brown Todd LLC is hereby appointed to serve as bond counsel to the City in connection with the issuance of the Notes. The fees to be paid to such firm shall be subject to review and approval of the Finance Director and shall not exceed the fees customarily charged for such services.

Section 15. The Clerk of Council and any other officers of the Council are each hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including without limitation a general certificate of the Clerk of Council and a no-litigation certificate of the Mayor and the Finance Director, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

Section 16. The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the County Auditors of Franklin and Fairfield Counties, Ohio.

Section 17. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations

of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal thereof and interest thereon at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 18. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 19. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that the City may wish to enter into and consummate a purchase contract for the purchase of the land, and it may be in the best interests of the City to make immediate provision therefor; wherefore, in accordance with Sections 4.07 and 5.05 of the Charter of the City, this Ordinance shall take effect and be in force from and immediately after its passage and approval by the Mayor, or ten (10) days after passage if the Mayor neither approves or vetoes this Ordinance.

[Signature Page to Follow]

1st Reading: _____, 2019
2nd Reading: _____, 2019
3rd Reading: _____, 2019

Signed:

President of Council

Signed:

Clerk of Council

Adopted: _____, 2019

Effective: _____, 2019

Approved:

Mayor

Approved as to Form:

Law Director

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of Ordinance No. _____ duly adopted by the Council of the City of Canal Winchester, Ohio on _____, 2019 and that a true copy thereof was certified to the County Auditors of Franklin and Fairfield Counties, Ohio.

Clerk of Council
City of Canal Winchester, Ohio

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The Council of the
 City of Canal Winchester, Ohio

The undersigned Finance Director of the City of Canal Winchester, Ohio (the "City") as the fiscal officer of the City, hereby certifies as follows:

1. The estimated life or period of usefulness of the following permanent improvements (the "Improvements") exceeds five (5) years:

ACQUIRING APPROXIMATELY 110.244 ACRES OF LAND AND
INTERESTS IN LAND AT THE CORNER OF BIXBY AND RAGER
ROADS AND ALL NECESSARY APPURTENANCES AND
IMPROVEMENTS THERETO.

2. The maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Ohio Revised Code Section 133.20 is thirty (30) years; provided, that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is twenty (20) years.

Dated: May ____, 2019

Finance Director
City of Canal Winchester, Ohio

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION PROVIDING
FOR THE ISSUANCE OF
GENERAL OBLIGATION NOTES

I, Michael Stinziano, the duly elected, qualified, and acting County Auditor in and for Franklin County, Ohio hereby certify that a certified copy of Ordinance No. _____ duly adopted by the Council of the City of Canal Winchester, Ohio on _____, 2019 providing for the issuance of general obligation notes designated City of Canal Winchester, Ohio General Obligation Land Acquisition Notes, Series 2019, in the amount of not to exceed \$950,000 was filed in this office on _____, 2019.

WITNESS my hand and official seal at Columbus, Ohio this ____ day of _____, 2019.

[SEAL]

County Auditor
Franklin County, Ohio

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION PROVIDING
FOR THE ISSUANCE OF
GENERAL OBLIGATION NOTES

I, Jon A. Slater, Jr., the duly elected, qualified, and acting County Auditor in and for Fairfield County, Ohio hereby certify that a certified copy of Ordinance No. _____ duly adopted by the Council of the City of Canal Winchester, Ohio on _____, 2019 providing for the issuance of general obligation notes designated City of Canal Winchester, Ohio General Obligation Land Acquisition Notes, Series 2019, in the amount of not to exceed \$950,000 was filed in this office on _____, 2019.

WITNESS my hand and official seal at Lancaster, Ohio this ____ day of _____, 2019.

[SEAL]

County Auditor
Fairfield County, Ohio

ORDINANCE NO. 19-030

AN ORDINANCE TO ACCEPT HILL ROAD RIGHT-OF-WAY

WHEREAS, Westport Homes, Inc., owns property located on Hill Road identified as Fairfield County Auditor Parcel No. 0370240800, upon which Westport Homes reserved property for road right-of-way; and

WHEREAS, by Ordinance No. 19-014, the Council accepted from Westport Homes, Inc. and dedicated a 0.921-acre parcel of land, which formerly was part of Fairfield County Auditor Parcel No. 0370240700, adjacent to the parcel identified above; and

WHEREAS, Westport Homes, Inc., desires to dedicate a 0.074-acre parcel of land from Fairfield County Auditor Parcel No. 0370240800, adjacent to the previously accepted 0.921-acre parcel, to the City of Canal Winchester for road right-of-way purposes; and

WHEREAS, the Director of Public Service recommends acceptance of the dedication;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That Council does hereby accept and dedicate the 0.074-acre parcel of land described in Exhibit A and depicted in Exhibit B for road right-of-way purposes.

Section 2. That Council hereby authorizes and directs the Law Director to record an appropriate General Warranty Deed from Westport Homes, Inc., evidencing the acceptance of the right-of-way dedication as authorized herein and in Ordinance No. 19-014.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

Legal Counsel

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

0.995 ACRE

Situated in the State of Ohio, County of Fairfield, Township of Violet, in Section 29, Township 15, Range 20, Congress Lands, being comprised of a part of each of those tracts of land conveyed to Westport Homes, Inc. by deeds of record in Official Record 1686, Page 506 and Official Record 1729, Page 1280, (all references are to the records of the Recorder's Office, Fairfield County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set at the southwesterly corner of the subdivision entitled "Canal Cove Section 1", of record in Plat Cabinet 2, Slot 78, in the easterly line of that 0.324 acre tract conveyed to G & B 262 LLC by deed of record in Official Record 1717, Page 3618, in the northerly right-of-way line of Hill Road (County Road 18);

Thence South $81^{\circ} 44' 02''$ East, partly with the southerly line of said "Canal Cove Section 1", partly crossing said Westport Homes tracts, and with said northerly right of way line, a distance of 1444.46 feet to an iron pin set in the westerly line of that tract conveyed to Chester Limited Partnership by deeds of record in Deed Book 607, Page 162, Deed Book 607, Page 164 and Deed Book 607, Page 166;

Thence South $04^{\circ} 46' 24''$ West, with said westerly line, a distance of 30.06 feet to a magnetic nail set at the southwesterly corner thereof, in the centerline of said Hill Road;

Thence North $81^{\circ} 44' 02''$ West, with said centerline, a distance of 1444.27 feet to a 1" solid iron pin found at the southeasterly corner of said 0.324 acre tract;

Thence North $04^{\circ} 26' 09''$ East, with the easterly line of said 0.324 acre tract, a distance of 30.07 feet to the POINT OF BEGINNING, containing 0.995 acre of land, more or less, of which 0.921 acre falls within Parcel Number 0370240700 and 0.074 acre falls within Parcel Number 0370240800.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System as per NAD 83. Control for the bearings was from coordinates of monument numbers 4442 and 7761 established by the Franklin County Engineering Department using global positioning procedures and equipment.

This description is based on documents of record, prior plats of survey and observed evidence located by an actual field survey performed in November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk

9 AUG 17

Matthew A. Kirk
Professional Surveyor No. 7865

Date

MAK:jrm
0_995 ac 20160373-VS-BNDY-01.doc

LEGAL DESCRIPTION AND PLAT
MEETS MINIMUM STANDARDS FOR
BOUNDARY SURVEYS. FAIRFIELD
COUNTY ENGINEER.

BY *[Signature]* DATE *8/17/17*

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY. FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.

BY *AS* DATE *8/10/17*
90/19393





Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

SECTION 29, TOWNSHIP 15, RANGE 20

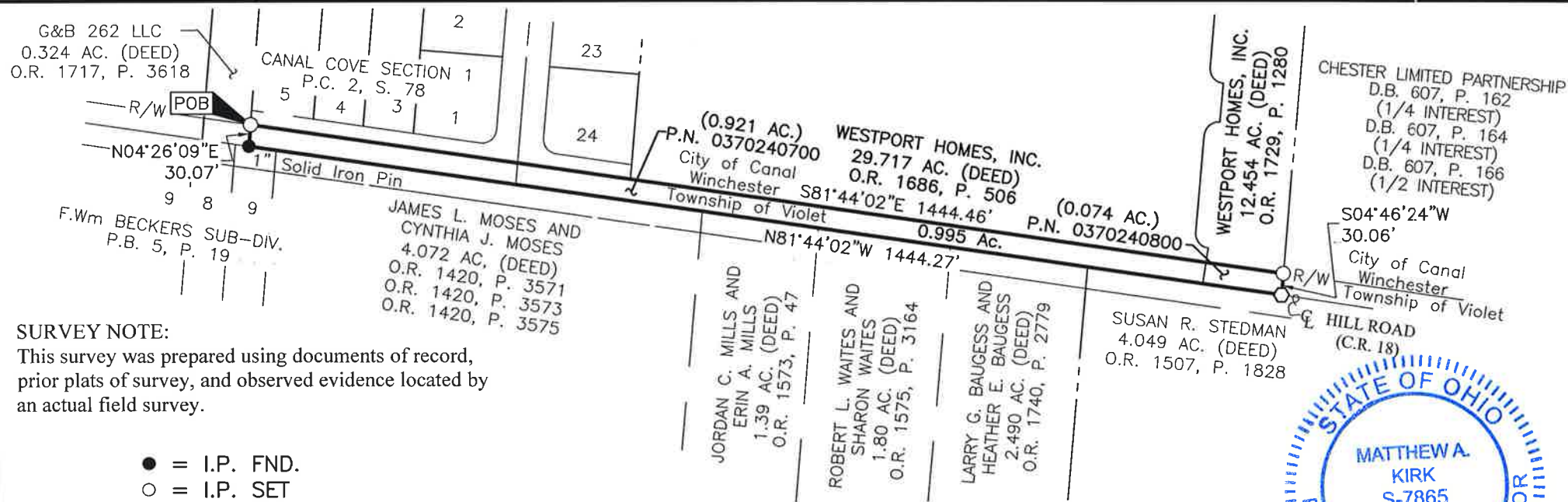
CONGRESS LANDS

TOWNSHIP OF VIOLET, COUNTY OF FAIRFIELD, STATE OF OHIO

Date: August 9, 2017

Scale: 1" = 200'

Job No: 20160373



SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

- = I.P. FND.
- = I.P. SET
- ⊗ = I.P. RESET
- ⬡ = MAG. NAIL SET
- ⊗ = MAG. NAIL RESET

I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.



GRAPHIC SCALE (in feet)

BASIS OF BEARINGS:

The bearings shown on this survey are based on the Ohio State Plane Coordinate System as per NAD83. Control for the bearings was from coordinates of Monument Numbers 4442 and 7761 established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



By Matthew A. Kirk
Matthew A. Kirk
Professional Surveyor No. 7865

9 Aug 17
Date

ORDINANCE NO. 19-032

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR BUILDING DEPARTMENT SERVICES WITH DYNASTY INSPECTIONS, LLC FOR THE PROVISION OF BUILDING INSPECTIONS AND RESIDENTIAL BUILDING OFFICIAL SERVICES

WHEREAS, the city is desirous to maintain its State of Ohio Certified Building Department; and

WHEREAS, it is necessary to retain a firm for purposes of providing building department services to maintain such certification;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be, and hereby is, authorized to enter into an Agreement for Building Department Services with Dynasty Inspections, LLC per the attached agreement and fee schedule, Exhibit A.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

CITY OF CANAL WINCHESTER
AGREEMENT FOR COMMERCIAL BUILDING INSPECTIONS AND
RESIDENTIAL BUILDING OFFICIAL SERVICES

This Agreement entered into this _____ day of _____ 2019, by and between City of Canal Winchester, Ohio, hereinafter referred to as the CITY, and Dynasty Inspections, LLC, hereinafter referred to as CONSULTANT, for the provision of Commercial Building Inspection, and Residential Building Official Services, and Electrical Safety Inspection Services for various projects authorized from time to time by the CITY.

Witnesseth, that for the mutual consideration herein specified, the CITY and the CONSULTANT have agreed that CONSULTANT will supply commercial building inspection and residential building official services to CITY.

SECTION I - BASIC SERVICES OF CONSULTANT

The duties of the CONSULTANT shall encompass the following services:

1. Provide services of State of Ohio Residential Building Official.
2. Provide services of State of Ohio Residential Plan Examination.
3. Provide services of State of Ohio certified Structural and HVAC inspections.
4. Provide services of State of Ohio Electrical Safety Inspector.
5. Provide services of State of Ohio Building Official (as requested).
6. Provide backup personnel in accordance with the requirements of the Ohio Building Code.
7. Maintain all State of Ohio certifications, in accordance with the Ohio Building Code. The required continuing education for maintenance of the certification will be at the expense of the Consultant.

All services will be performed in accordance with the requirements of the State of Ohio and the CITY.

SECTION II - SCOPE OF WORK

A. Commercial Inspections.

1. Perform in-house inspections when requested by CITY.

2. Inspections to be completed within forty-eight (48) hours of time of call.
- B. Residential Building Official.
1. Maximum seven (7) calendar days for completion of initial plan review.
 2. The CONSULTANT will pick-up plans from the CITY for review. Approved plans will be returned by mutually acceptable means, to the CITY by the CONSULTANT.
- C. Miscellaneous
1. Residential Building Official shall be available by appointment.
 2. The CONSULTANT shall prepare Building Department reports as requested by the CITY.

SECTION III - PAYMENT FOR PROFESSIONAL SERVICES

A. Rates

Inspection Services	\$ 55 per hour
Residential Building Official	\$ 80/hour
Residential Plans Examiner	\$ 100/each (New 1, 2 & 3 family)
	\$ 60/each (resubmittal 1, 2 & 3 family)
	\$ 50/each (Minor alterations & additions)

B. Reimbursable Expenses

1. Reimbursable direct costs are defined as the cost of all in-house and out-of-office expenses when specifically requested by the CITY.
 - a. The above reimbursable costs apply to the specific service being performed and are not related to the individual's hourly rate.
 - b. Mileage is not a reimbursable cost and is included as part of the hourly rate.
2. Invoices shall be submitted on a monthly basis and shall be paid within 30 days of receipt.

SECTION IV - OBLIGATION OF CITY

CITY shall provide all criteria and full information as to CITY's requirements for the services, designate a person to act with authority on CITY's behalf in respect of all aspects of the CONSULTANT's services, examine and respond promptly to

CONSULTANT's submissions, and give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any defect in the work.

SECTION V - TERM OF CONTRACT

The CITY hereby employs the said CONSULTANT for Commercial Building Inspection and as Residential Building Official and Electrical Safety Inspector for three one-year terms: July 1, 2019 to June 30, 2020; July 1, 2020 to June 30, 2021; and July 1, 2021 to June 30, 2022. At least sixty (60) days before each annual renewal date, there shall be a review of this agreement. Said agreement shall be automatically renewed each term unless terminated by mutual agreement of the parties or until such time as this agreement is terminated upon sixty (60) days notice in writing by either party thereto. Any changes to the rate schedule shall be negotiated sixty (60) days prior to the renewal date.

SECTION VI - ANTI-DISCRIMINATION CLAUSE

- A. Pursuant to Section 125.111 of the Ohio Revised Code, CONSULTANT warrants and agrees to the following:
1. That in the hiring of employees for the performance of work under the contract or any subcontract. CONSULTANT shall not, by reason of race, color, religion, sex, age, handicap, national origin or ancestry discriminate against any citizen of this state in the employment of a person qualified to perform the work to which the contract relates; and
 2. That neither CONSULTANT nor any of its subcontractors or any person acting on behalf of CONSULTANT shall in any manner discriminate against, intimidate or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

SECTION VII - CONTRACT TERMINATION OR SUSPENSION

The CITY or the CONSULTANT may terminate or suspend this contract by:

1. Giving written notice not less than thirty (30) days prior to the effective date by registered mail of its intention to do so, and
2. An opportunity for consultation with the terminating party prior to termination.

Payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination or suspension, less any payments previously made. In the event the contract is terminated, the CONSULTANT, upon payment, as specified, shall deliver to the CITY copies of all reports, field books, drawings and other documents which have been prepared in the course of the work done under this contract. The CONSULTANT shall make no other claim for additional compensation against the CITY by reason of such termination. In the event the CONSULTANT's services are suspended by the CITY, the CONSULTANT shall bill the CITY immediately for all work completed to date, less any previous payments.

SECTION VIII - DEFAULT

In any case where CONSULTANT fails to perform its duties as agreed upon in this contract, CITY must send a written notice of default to CONSULTANT, specifying in what way CONSULTANT has failed to perform. CONSULTANT will have ten (10) days to cure such default from the date of its receipt of CITY's notice of default. If such default is not cured to CITY's satisfaction within said ten (10) day period, CITY shall so notify CONSULTANT in writing. Such notice shall operate to terminate this contract on the date this notice is received by CONSULTANT. Once the CITY has declared this contract terminated by default, CITY will no longer have any obligation to pay CONSULTANT for its services starting with the day of the default henceforth.

SECTION IX - NOTICE OF DEFAULT

Notice of default is deemed made when mailed, postage prepaid, addressed as follows:

To CONSULTANT:
Steven J. Hobart, President
Dynasty Inspections, LLC
16707 Boston Road
Sunbury, OH 43074

To CITY:
Mayor
City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110

SECTION X - WARRANTY

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee, working solely for the CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award of making of this contract. The CONSULTANT also warrants that he will comply with all Federal, State and Local laws and ordinances applicable to the work. For breach or violation of the warranty, the CITY shall have the right to annul the contract without liability.

SECTION XI - INSURANCE AND INDEMNITY

- A. CONSULTANT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this contract and keep in full force, Worker's Compensation when applicable. A copy of a document evidencing such Worker's Compensation shall be furnished to the CITY prior to the commencement of the services.
- B. CONSULTANT shall carry the following minimum amounts of Comprehensive and General Liability Insurance, if applicable, with the CITY named as additional insured each with the following limits:
 - 1. Public Liability Insurance in the amount of one-million dollars (\$1,000,000.00) for bodily injuries including those resulting in death of any one person and on account of any one account of any one accident or occurrence.
 - 2. Property Damage in an amount of one-million dollars (\$1,000,000.00) from damages on account of any one accident or occurrence.
- C. Certificates of Insurance indicating coverage and conditions shall be provided by the CONSULTANTS when requested

SECTION XII - ENTIRE AGREEMENT

This contract shall constitute the entire agreement of the parties hereto. All prior agreements of the parties, written or oral, are merged herein and shall be of no force and effect. This contract cannot be modified orally but only by an agreement in writing signed by the party against whom enforcement of the change or modification is sought.

SECTION XIII - ASSIGNMENT AND BINDING EFFECT

The parties agree that this contract shall be binding on the heirs, executors, administrators, assigns and successors to the signatories herein.

SECTION XIV - JOINTLY DRAFTED CONTRACT

If any portion of this agreement is subsequently declared null and void, the remainder thereof shall remain in full force and effect.

ATTEST:

Witness:

CITY OF CANAL WINCHESTER

Mayor

Witness:

DYNASTY INSPECTIONS, LLC

President

ORDINANCE NO. 19-033

AN ORDINANCE TO AMEND CHAPTER 1321 OF THE CODIFIED ORDINANCES OF THE CITY OF CANAL WINCHESTER TO ADOPT THE 2019 RESIDENTIAL CODE OF OHIO INCLUDING ALL REFERENCED STANDARDS THEREIN

WHEREAS, pursuant to Section 4.12 of the Charter of the City of Canal Winchester, Council may by ordinance or resolution adopt standard ordinances and codes, including codes pertaining to building standards; and

WHEREAS, Council desires to adopt the 2019 Residential Code of Ohio including all referenced standards contained therein;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That Section 1321 of the Codified Ordinances of the City of Canal Winchester is hereby amended to read as follows:

1321.01 ADOPTION

The 2019 edition of the Residential Code of Ohio for One-, Two-, and Three-Family Dwellings, including Appendices, be and the same is hereby adopted as the Residential Code of Ohio for One-, Two-, and Three-Family Dwellings of Canal Winchester, Ohio.

All fees shall be in accordance with the current adopted Combined Development Fee Schedule.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 19-034

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE 19-021 AND AUTHORIZING THE CITY OF CANAL WINCHESTER TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH OPUS DEVELOPMENT COMPANY, L.L.C., PURSUANT TO SECTION 3735.671 OF THE OHIO REVISED CODE; AUTHORIZING THE CITY OF CANAL WINCHESTER TO ENTER INTO A RELATED SCHOOL AGREEMENT WITH THE CANAL WINCHESTER LOCAL SCHOOL DISTRICT AND OPUS DEVELOPMENT COMPANY, L.L.C.; AND DECLARING AN EMERGENCY

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, by Resolution No. 18-017 adopted by the Council on October 15, 2018 (the "Resolution"), designated the area specified in the Resolution as the Route 33 Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, Opus Development Company, L.L.C., a Delaware limited liability company (the "Developer") is in contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the "Project Site") and is expected to own initially the buildings on the Project Site; and

WHEREAS, the Developer wishes to enter into a community reinvestment area agreement ("CRA Agreement"), pursuant to Section 4 of Resolution No. 18-017, to receive an exemption from taxation for a commercial or industrial development project consisting of an estimated \$22,000,000.00 investment in the construction of approximately 800,000 square feet of commercial or industrial space, estimated to create approximately 80 full-time jobs and a \$2,400,000.00 payroll; and

WHEREAS, the City and Developer have negotiated terms for the CRA Agreement, the proposed draft of which is attached hereto and labeled Exhibit B, subject to City Council providing the Mayor authority to execute the CRA Agreement; and

WHEREAS, the Project Site is located in the Canal Winchester Local School District (the "Local School District") and the Eastland-Fairfield Joint Vocational School District, and the board of education of each school district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the draft CRA Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the Canal Winchester Local School District has (i) approved the terms of the CRA Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new structures and the fifty percent (50%) real property tax exemption for ten (10) years for the increase in the assessed value attributable to remodeling for which the cost is at least \$100,000.00 at the Project Site; (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; (iii) consented to the approval and execution of this Agreement; and (iv) authorized the execution, on behalf of the School District, of a School Compensation Agreement between the City, the School District, and the Developer, the proposed draft of which is attached hereto and identified as Exhibit C; and

WHEREAS, the City previously authorized the CRA Agreement and School Compensation Agreement with Ordinance No. 19-021, adopted by emergency April 1, 2019, but due to a typographical error misidentifying the Developer in the Canal Winchester Local School District Board of Education resolution adopted March 19, 2019, the Developer has requested that the resolution be corrected and a new ordinance be adopted; and

WHEREAS, the Canal Winchester Local School District Board of Education adopted a new resolution correcting the error and approving the CRA Agreement and School Compensation Agreement

on May 20, 2019; and

WHEREAS, this ordinance is intended to repeal Ordinance 19-021 and replace it with authorization of the CRA Agreement and School Compensation Agreement following the corrected approval resolution adopted by the Canal Winchester Local School District Board of Education on May 20, 2019;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO, THAT:

Section 1. Ordinance No. 19-021 is hereby repealed.

Section 2. The Mayor is hereby authorized to enter into a CRA Agreement with the Developer, in substantially the form of the draft CRA Agreement attached and identified as Exhibit B, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the CRA Agreement by the Mayor.

Section 3. The Mayor is hereby authorized to enter into a School Compensation Agreement with the Canal Winchester Local School District and the Developer, in substantially the form of the draft School Compensation Agreement attached and identified as Exhibit C, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the School Compensation Agreement by the Mayor.

Section 4. The Mayor, or his designees, and the Clerk of Council, or her designees, are hereby authorized and directed to take such actions as are necessary and are consistent with this Ordinance, the terms of the CRA Agreement, and the terms of the School Compensation Agreement, to prepare, execute, and file such additional documents or instruments as are necessary to effectuate the CRA Agreement, the School Compensation Agreement, and the exemption from real property taxation authorized thereby.

Section 5. The Council hereby finds that all formal actions and deliberations related to the passage of this Ordinance have occurred in an open meeting of the Council, or in lawfully convened executive session, in compliance with Section 121.22 of the Ohio Revised Code.

Section 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare, such emergency arising from the need to proceed promptly with the public purpose of economic development within the Route 33 CRA, and therefore this Ordinance shall take effect immediately upon its passage and approval by the Mayor.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

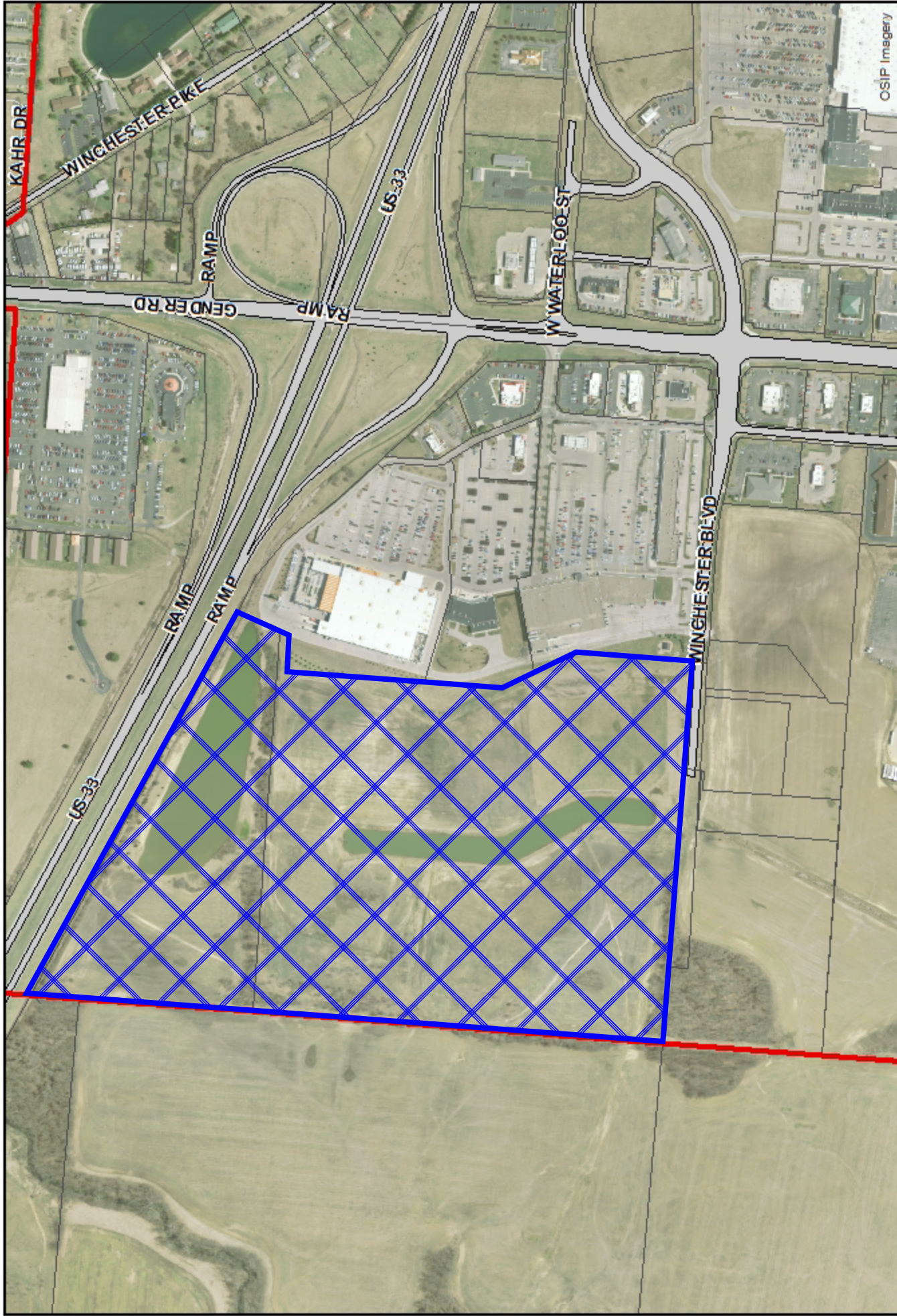
I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

EXHIBIT A

MAP OF THE PROJECT SITE

The shaded area on the attached map specifically identifies and depicts the Project Site and constitutes part of this Exhibit A.



CSIP Imagery



Exhibit A



EXHIBIT B

CRA Agreement

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this “Agreement”) made and entered into by and between the CITY OF CANAL WINCHESTER (the “City”), a municipal corporation in the State of Ohio (the “State”), through the Canal Winchester City Council (the “Council”), and OPUS DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company with offices located at 8801 River Crossing Blvd, Suite 450, Indianapolis, IN 46240 (the “Developer”).

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, by Resolution No. 18-017 adopted by the Council on October 15, 2018 (the “Resolution”), designated the area specified in the Resolution as the Route 33 Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Developer is in contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the “Project Site”) and is expected to own initially the Project; and

WHEREAS, the Developer has submitted to the City an application for a community reinvestment area agreement (the “Application”), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Developer proposes to establish on all or a portion of the Project Site in multiple phases a commerce center, including but not limited to distribution warehouse buildings together with related site improvements, as described in the Application (collectively, the “Project”) (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a “Building”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Developer does not anticipate that it will equip or occupy any portion of the Project Site or any Buildings or hire employees at the Project Site; rather, the Developer intends to transfer applicable portions of the Project Site upon which a Building is located or parts thereof to one or more transferees by lease, sale and/or other means of transfer (the Developer and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an “Owner” or the “Owners”); each such transfer other than by lease may be made pursuant to a certain assignment and assumption agreement as described more fully in Section 16 hereof in order to bind each Owner to and under this Agreement; and

WHEREAS, the Developer has remitted or shall remit with the Application the required State of Ohio application fee of \$750.00, made payable to the Ohio Development Services Agency, to be forwarded with this Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the City and the Developer desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Canal Winchester Local School District (the “Local School District”) and the Eastland-Fairfield Joint Vocational School District, and the board of education of each school district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the Local School District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new structures and the fifty percent (50%) real property tax exemption for ten (10) years for the increase in the assessed value after remodeling for which the cost is at least \$100,000.00 at the Project Site; (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the Council, by Ordinance No. _____, adopted on _____, 2019, has approved the terms of this Agreement and authorized its execution on behalf of the City; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Owners in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Project. The cost of the investments to be made in connection with the Project by the Owners is estimated to be approximately \$22,000,000, potentially across multiple phases, for construction of new Buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to contain, cumulatively, approximately 800,000 square feet of space. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the non-inventory personal property of the Developer that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is \$0. The value for Ohio personal property tax purposes of the non-inventory personal property of the Developer located at the Project Site prior to the execution of this Agreement is \$0. The average value for Ohio personal property tax purposes of the inventory of the Developer held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is \$0. The average value for Ohio personal property tax purposes of the inventory of the Developer at the Project Site prior to the execution of this Agreement is \$0.

3. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately July 2019; and the scheduled estimated completion month for such investments is no later than approximately August 31, 2020. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 6 of this Agreement.

4. Employee Positions. The Owners estimate that there will be created at the Project Site, potentially in multiple phases, cumulatively, approximately 80 full-time permanent employee positions with an aggregate annual payroll of approximately \$2,400,000.00 upon full build-out of the Project and 0 part-time or temporary positions. Hiring of such employees is estimated to commence in 2020 and to continue incrementally over the succeeding three years. Currently, the Owners have 0 employees at the Project Site; therefore, no employee positions will be retained by the Owners in connection with the Project. The Developer has 0 employees in Ohio. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by other Owners or their tenants.

5. Provision of Information. Each Owner shall provide to the proper tax incentive review council (the "TIRC") any information reasonably required by the TIRC to evaluate the compliance of such Owner with the Agreement, including returns or annual reports of such Owner filed pursuant to R.C. Section 5711.02 (if any) if requested by the TIRC.

6. Real Property Tax Exemption. The City hereby grants a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site and a ten (10) year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the increase in the assessed value after remodeling for which the cost is at least \$100,000.00 at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2022 (*i.e.*, tax lien date January 1, 2022 nor extend beyond tax year 2036 (*i.e.*, tax lien date January 1, 2036). In addition, no exemption for remodeling of a Building may extend beyond the fifteen (15) year exemption term for construction of that Building. Although exemption under this Agreement for any Building lasts for only fifteen (15) years at the most, the real property

exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

7. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA, following the completion of construction of that real property improvement. The City agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the applicable county auditor.

8. Payment of Non-Exempt Taxes.

A. Each Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). For purposes of this Section 8, "taxes" means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any parcel.

B. Each Occupant (defined below) shall pay such City municipal income taxes as are levied against such Occupant and shall file all tax reports and returns as required by law in connection therewith. "Occupant" includes any person having a right to occupy or regularly use all or any portion of any Building, whether such right to occupy or regularly use all or any portion of any Building arises under any lease, license, or other agreement, and whether any such right is granted by an Owner or by any other Occupant, including, but not limited to, third-party logistics companies, but does not include persons that provide limited services to an Owner or an Occupant, such as security guard companies, janitorial service companies and consulting service companies. If an Occupant fails to pay such taxes or file such returns and reports, and such a failure is not corrected by the Occupant or the Owner within ninety (90) days of written notice thereof to such Occupant and to the Owner of the Building (with such notice redacted to the extent necessary to protect confidential information of the Occupant), all exemptions from taxation granted under this Agreement with respect to the Building occupied by such Occupant may be rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to Buildings occupied by Occupants other than such defaulting Occupant. For Buildings occupied by more than one Occupant, any exemption rescinded pursuant to this Section shall only be rescinded for that portion of the Building occupied by the Occupant in violation of this Section ("Partial Rescission"). The

remaining portion of the Building shall continue to receive any such exemptions granted pursuant to this Agreement. This Partial Rescission shall be effectuated pursuant to R.C. Section 5713.04, which permits parcels to be split-listed when only a portion is exempt from property tax. Upon the completion of the occupancy of a Building by an Occupant that defaulted under this Section, the Owner of the Building may apply for reinstatement of the exemption for the Building, which reinstatement shall not be unreasonably denied, delayed or conditioned by the City. Payment of the Occupant's past-due City income taxes, penalties or interest, if any, shall not be a condition for reinstatement of the exemption.

In addition, each Owner agrees to cause each Occupant of each such Owner's Buildings to provide such information, in such content, detail, and format as shall be reasonably determined by the City, that may be required by the City to enforce its municipal income tax laws, including its obligations to account for and share income tax revenue with any other entity. Each Owner shall include in any lease, license, or any other agreement with any Occupant an acknowledgment of this obligation. Each Owner acknowledges that failure by an Occupant to provide such information may be grounds for modification or termination of the exemptions granted under this Agreement with respect to the portion of any Building occupied by a defaulting Occupant, after the City first provides ninety (90) days' written notice to the Occupant and the Owner in the manner set forth above.

9. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The City shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the timely review, processing and approval of all building, zoning or other permits, and (ii) all other activities related to the Project.

10. Revocation of CRA. If for any reason the City revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, and consequently, the City terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s). Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the City agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 20__.

11. Certification as to No Delinquent Taxes. The Developer hereby certifies for itself that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a

petition in bankruptcy under 11 U.S.C.A. § 101, *et seq.*, and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. Each Owner shall make the same certification as that made by the Developer in this Section 11 in any Assignment and Assumption Agreement.

12. Termination, Suspension or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner (provided, however, that such opportunity to cure such default shall not, under any circumstance, and notwithstanding anything to the contrary in this agreement, toll or otherwise suspend any obligation of any Owner or Occupant to pay any non-exempt taxes, real property taxes, or municipal income taxes), or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of the Owner which is in such default or which has made such fraudulent certification, from the date of the material failure. Any such termination, suspension or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the creation or retention of employment positions within the City, the City shall limit any termination, suspension or modification so as to limit the effect of the termination, suspension or modification to the Owner or entity primarily responsible for the material failure.

13. Approval by the City. The Owners and the City acknowledge that this Agreement must be approved by formal actions of the legislative authority of the City as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Resolution No. _____ of the Council on _____, 2019, this Agreement shall be effective immediately upon its execution.

14. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

15. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

16. Transfer and/or Assignment; Release from Liability. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without

the express, written approval of the City, which approval shall not be unreasonably withheld or delayed. The City hereby approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof to any entity affiliated with the Developer (including but not limited to subsidiaries, affiliates, joint ventures and/or other arrangements used by Developer to carry out the terms of this Agreement) (an "Affiliate Transferee"). The City shall retain the right to consider the approval of the transfer and/or assignment of this Agreement and the benefits and obligations hereof, which approval shall not be unreasonably withheld or delayed, to any person or entity other than the Developer or an Affiliate Transferee, which is a transferee by lease, sale and/or other means of transfer of all or any part of a Building or the Project Site (a "Third-Party Transferee") (such transferred property may be referred to hereinafter as the "Transferred Property"). As a condition to the right to receive tax exemptions as set forth in this Agreement, each Affiliate Transferee or Third-Party Transferee shall execute and deliver to the City an Assignment and Assumption Agreement in substantially one of the forms attached hereto as Exhibit C.1 and Exhibit C.2, wherein such Affiliate Transferee or Third-Party Transferee (i) assumes all obligations of the Developer under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Affiliate Transferee or Third-Party Transferee, of the representations, warranties and covenants contained herein and in the Assignment and Assumption Agreement. Upon the receipt by the City of such Assignment and Assumption Agreement, as to the Transferred Property the Affiliate Transferee or Third-Party Transferee shall have all entitlements and rights to tax exemptions and obligations as an "Owner" under this Agreement, in the same manner and with like effect as if the Affiliate Transferee or Third-Party Transferee had been the original Developer and a signatory to this Agreement. The City agrees to execute each such Assignment and Assumption Agreement and to deliver an original thereof to the Affiliate Transferee or Third-Party Transferee.

17. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

18. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

19. Validity. The Owners covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Owners waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Owners shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

20. Modifications. If, notwithstanding Section 16 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners in developing, equipping and operating the Project, the Owners shall request an amendment to this Agreement.

21. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to CITY OF CANAL
WINCHESTER, to:

Lucas Haire, Development Director
City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110

With a copy to:

Eugene Hollins, Law Director
10 West Broad Street
One Columbus Center, Suite 2300
Columbus, OH 43215-3484

If to the Developer, to:

Douglas Swain, Vice President, General Manager
Opus Development Company, L.L.C.
8801 River Crossing Blvd., Suite 450
Indianapolis, IN 46240

With a copy to:

Opus Holding, L.L.C.
Attn. Legal Department
10350 Bren Road West
Minnetonka, MN 55343

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

22. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

23. Annual Fee. The City agrees to waive the annual fee that would otherwise be required by Section 3735.671(D) of the Ohio Revised Code.

24. Notice of Vacancy. If at any time during the term of this Agreement any Owner shall receive notice from any Occupant that such Occupant shall vacate its right to occupy or use any portion of the Property, such Owner shall, within twenty (20) business days of its receipt of such notice, send such notice to the City in accordance with the provisions of this Agreement regarding notice.

25. Estoppel Certificate. Upon request of an Owner, the City shall execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of the Agreement, or if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

26. Entire Agreement. This Agreement and the Resolution constitute the entire agreement between the Developer and the City pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the Developer and the City in connection with such subject matter.

[Remainder of this Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

CITY OF CANAL WINCHESTER, FRANKLIN AND FAIRFIELD COUNTIES, OHIO

By: _____
Michael Ebert, Mayor

By Resolution No. _____ dated _____, 20____
Verified and Certified:

Director of Finance

APPROVED AS TO FORM:

_____, Law Director

OPUS DEVELOPMENT COMPANY, L.L.C.

By: _____
Print Name: _____
Title: _____

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20__, by Michael Ebert, the Mayor of the City of Canal Winchester, a municipal corporation of the State of Ohio, on behalf of the municipal corporation.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20__, by _____, the _____ of _____, a _____, on behalf of the _____.

Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the City within fifteen (15) days of execution.

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Canal Winchester Local School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement.

**BOARD OF EDUCATION OF THE
CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

By:_____

Print Name: _____

Title:_____Superintendent_____

Date: _____

By:_____

Print Name: _____

Title:_____Treasurer_____

Date: _____

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Legal Descriptions of Project Site

(attached hereto)

EXHIBIT B
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Application for Community Reinvestment Area Agreement

(attached hereto)

EXHIBIT C.1
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement – Intra-Affiliated Group

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between the City of Canal Winchester (the “City”), a political subdivision of the State of Ohio, through the City of Canal Winchester City Council (the “Council”); _____, a _____ (the “Company”) and _____, a _____ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between [Opus entity name], an _____ (“Developer”) and the City, dated _____ (the “CRA Agreement,” a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the City, by Resolution No. _____, adopted by the Council on _____, _____, created the Route 33 Community Reinvestment Area (the “CRA”) to include the area specified in the Resolution as and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on _____, the Developer and the City entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on _____, 20__ (the “Transfer Date”) to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (“Project”), Section 4 (“Employee Positions”), Section 5 (“Provision of Information”), Section 7 (“Application for Exemption”), Section 8 (“Payment of Non-Exempt Taxes”), Section 11 (“Certification as to No Delinquent Taxes”), Section 14 (“Non-Discriminatory Hiring”), Section 19 (“Validity”), Section 22 (“R.C. Section 9.66 Covenants”), Section 23 (“Annual Fee”), and Section 24 (“Notice of Vacancy”). In addition, to supplement Section 1 and Section 4 of the CRA Agreement and to provide detailed job-creation and investment estimates, the Successor estimates that there will be created on the Transferred Property in 20__ approximately _____ full-time equivalent positions and that the total cost of construction of its portion of the Project [exceeds][is estimated to exceed] \$_____. The Successor further represents that it currently has ___ full-time, ___ part-time, ___ permanent and ___ temporary positions at other sites in Ohio.

2. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

3. The City agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

4. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

Phone: _____

Fax: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

**THE CITY OF CANAL WINCHESTER, FRANKLIN AND FAIRFIELD COUNTIES,
OHIO**

By: _____

Print Name: _____

Title: _____

By Resolution No. _____ dated _____, 20__

Verified and Certified:

APPROVED AS TO FORM:

COMPANY

_____, a _____

By: _____

Print Name: _____

Title: _____

SUCCESSOR

[name of Successor]

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

[OPUS ENTITY NAME]

By: _____

Print Name: _____

Title: _____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

EXHIBIT C.2
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement – Third Party

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between the City of Canal Winchester (the “City”), a political subdivision of the State of Ohio, through the City of Canal Winchester City Council (the “Council”); _____, a _____ (the “Company”) and _____, a _____ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between [Opus entity name], an _____ (“Developer”) and the City, made effective _____ (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the City, by Resolution No. _____, adopted by the Council on _____, _____, created the Route 33 Community Reinvestment Area (the “CRA”) to include the area specified in the Resolution as and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on _____, the Developer and the City entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__, the Company succeeded on _____, 20__ to the interest of the Developer in and to that certain portion of the Project Site hereinafter defined as the Transferred Property; and

WHEREAS, by virtue of that certain Partial Assignment and Assumption Agreement dated as of _____, 20__ (the “Initial Assignment”), a copy of which is attached hereto as Exhibit B and incorporated herein, the Company succeeded on the Transfer Date to the interest of Developer in and to the CRA Agreement with respect to the Transferred Property;

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit C and incorporated herein, the Successor has succeeded on _____, 20__ (the “Transfer Date”) to the interest of the Company (or a successor to the Company) in all or part of

the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (“Project”), Section 4 (“Employee Positions”), Section 5 (“Provision of Information”), Section 7 (“Application for Exemption”), Section 8 (“Payment of Non-Exempt Taxes”), Section 11 (“Certification as to No Delinquent Taxes”), Section 14 (“Non-Discriminatory Hiring”), Section 19 (“Validity”), Section 22 (“R.C. Section 9.66 Covenants”), Section 23 (“Annual Fee”), and Section 24 (“Notice of Vacancy”).

2. The City acknowledges through the Transfer Date that the CRA Agreement is in full force and effect [the following portion will be included if the facts support it], confirms that the Company has complied with the CRA Agreement with regard to the Transferred Property,] and releases the Company from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the

CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

Phone: _____
Fax: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

**THE CITY OF CANAL WINCHESTER, FRANKLIN AND FAIRFIELD COUNTIES,
OHIO**

By:_____

Print Name: _____

Title:_____

By Resolution No. _____ dated _____, 20__
Verified and Certified:

APPROVED AS TO FORM:

COMPANY

_____, a _____

By:_____

Print Name: _____

Title:_____

SUCCESSOR

_____ [name of Successor] _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

[OPUS ENTITY NAME]

By: _____

Print Name: _____

Title: _____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Initial Assignment

(attached hereto)

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

0128850.0615530 4830-2293-8507v1

EXHIBIT C

SCHOOL COMPENSATION AGREEMENT

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the “Agreement”), made and entered into as of the ____ day of _____, 2019 (the “Effective Date”), by and between the CANAL WINCHESTER LOCAL SCHOOL DISTRICT, Franklin County and Fairfield County, Ohio, a local school district and political subdivision of the State of Ohio (“the School District”); the CITY OF CANAL WINCHESTER, Franklin County and Fairfield County, Ohio, a political subdivision and municipal corporation of the State of Ohio (the “City”); and OPUS DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company authorized to transact business in the State of Ohio (“Opus,” or collectively, with the City and School District, the “Parties”) and their respective successors and assigns.

WITNESSETH:

WHEREAS, the City, pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 Community Reinvestment Area (“Route 33 CRA”) by Resolution No. 18-017, adopted October 15, 2018 and confirmed by the Director of the Development Services Agency on December 6, 2018; and

WHEREAS, within the Route 33 CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years and up to 50% exemption of real property taxes on the increase in assessed valuation of commercial or industrial structures after remodeling for a term of up to ten years; and

WHEREAS, per Resolution 18-017, and Section 3735.67 of the Ohio Revised Code, the percentage of tax exemption and its term is subject to negotiation on a case-by-case basis for commercial and industrial structures; and

WHEREAS, Opus desires to construct one or more commercial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a “Building”) upon certain real property located within the Route 33 CRA and described in Exhibit A hereto (the “CRA Exempted Property”); and

WHEREAS, the planned improvements include the construction of approximately eight hundred thousand (800,000) square feet of one or more industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

WHEREAS, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, the Parties have negotiated a 100% tax exemption on the assessed valuation of the newly constructed Buildings and a 50% tax exemption on the increase in assessed valuation after remodeling of the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen years for each newly constructed Building and ten years for each remodeling of the

newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036), and subject to the terms of this Agreement and the CRA Agreement entered between Opus and the City; and

WHEREAS, the City, pursuant to Sections 5709.40(B), 5709.42, and 5709.43 of the Ohio Revised Code (collectively, “the TIF Statutes”), has adopted Ordinance No. 13-34, subsequently amended by Ordinance Nos. 16-037 and 17-059, to declare the increase in assessed value of certain tax parcels of real property (the “TIF Improvement,” with each tax parcel a “Parcel” or collectively the “Parcels”) located in a tax-increment financing area (“the TIF Area”) to be a public purpose; to exempt 100% of the TIF Improvement from real property taxation for a period not to exceed 30 years (the “TIF Exemption”); specifying public infrastructure improvements undertaken, in the process of being undertaken, or to be undertaken within the TIF Area; requiring owners of the Parcels subject to the TIF Exemption to make service payments in lieu of taxes (the “Service Payments”); providing for the School District to receive a portion of those Service Payments equivalent to the amounts that the School District would have received from real property taxation of the Parcels but for the TIF Exemption; and

WHEREAS, the Buildings to be constructed on the CRA Exempted Property are also within the TIF Area; and

WHEREAS, the TIF Exemption is subordinate to the CRA Exemption, pursuant to Ordinance No. 17-059, and will remain subordinate to the CRA Exemption, pursuant to Section 5709.911 of the Ohio Revised Code;

WHEREAS, the School District, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its pupils, and by its Resolution No. _____, adopted _____, 2019, a true and accurate copy of which is attached hereto as Exhibit B, has approved and authorized the execution of this Agreement (the “School District Resolution”).

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter described, the School District, the City, and Opus agree as follows:

1. Approval of the CRA Exemption; Compensation to School District During the CRA Exemption Period.

(a) As provided in the School District Resolution, the School District approves the CRA Exemption, the CRA Exemption Period, and the related CRA Agreement.

(b) For each year during the fifteen (15)-year term that the CRA Exemption Period applies to the initial Building (the “Initial CRA Exemption Period”), Opus agrees to pay an annual sum of Forty Thousand Dollars and No/100 (\$40,000.00) to the School District as base compensation for the real property tax payments that the School District would have received from the Buildings but for the CRA Exemption (the “Base PILOT Payment”).

(c) Beginning in the fourth year of the Initial CRA Exemption Period, and continuing each year thereafter until the end of the Initial CRA Exemption Period (up to a

maximum of twelve years), Opus agrees to pay an annual amount (the “Supplemental PILOT Payment”) equal to the positive difference, if any, between One Hundred Thousand Dollars and No/100 (\$100,000) and the sum of the Base PILOT Payment and the Income Tax Payment (defined below) to be paid for that year. The Base PILOT Payment and the Supplemental PILOT Payment shall collectively be referred to as the “PILOT Payments.” For the avoidance of doubt, the Parties acknowledge that there may be one or more years in which the Supplemental PILOT Payment is \$0, and the Parties acknowledge that if the Buildings are not completed at approximately the same time, there may be one or more years during the latter part of the CRA Exemption Period for which there will be no PILOT Payments (and for which the School District would receive the full property taxes from the initially constructed Building after the Initial CRA Exemption Period expires).

(d) For each year of the CRA Exemption Period for each Building, the City agrees to pay to the School District an amount equal to twenty-five percent (25%) of the City’s income tax receipts generated from activity that year at the Building, less any adjustments described in the below paragraph (the “Income Tax Payment”).

The Parties acknowledge and agree that this provision for income tax revenue sharing is intended to provide partial compensation to the School District to lessen the impact of the CRA Exemption. If the allocation of twenty-five percent (25%) of the income tax receipts generated from activity at the Building, in combination with the Base PILOT Payment from Opus to the School District under Section 1(b) of this Agreement, exceeds the annual amount of real property tax revenue the School District would have received from the Building notwithstanding the CRA Exemption, then the amount of the City’s Income Tax Payment obligation will be reduced such that the sum of the Base PILOT Payment and the Income Tax Payment does not exceed the annual amount of real property tax revenue that would have been generated by the Building notwithstanding the CRA Exemption.

(e) The School District agrees that the only compensation the School District will receive for lost revenues due to the CRA Exemption is set forth in this Agreement and that the School District shall not seek or be entitled to any other compensation from Opus or the City, unless otherwise mutually agreed to in writing signed by all Parties. Nothing in this Agreement shall be construed to pledge the full faith and credit of the City.

(f) The School District acknowledges and agrees that, during the CRA Exemption Period for a Building, there will be no Service Payments as to the assessed value of the Building due to the subordination of the TIF Exemption during the CRA Exemption Period.

(g) If any CRA Exemption Period is terminated early due to an Event of Default (as defined in Section 6 of this Agreement) by Opus and such default is not cured during any applicable grace period, the payment obligations of Opus and the City under this Agreement shall terminate after payments are made for the final tax year for which that CRA Exemption Period was in effect.

2. Payment of Compensation.

(a) The PILOT Payments shall be paid to the School District in the year following the tax year of the CRA Exemption Period to which they relate. For example: if the first

year of the Initial CRA Exemption Period is tax year 2020, then: (i) the Base PILOT Payment for that year shall be payable to the School District in 2021; and (2) the first Supplemental PILOT Payment would not be owed until 2024 (for tax year 2023). For each year that a PILOT Payment is due, the City shall calculate the amount of the Supplemental PILOT Payment, if any, based on information provided in connection with annual reporting with respect to the CRA Exemption. By April 30 of each year, the City shall provide Opus with written notice specifying whether a Supplemental PILOT Payment is due and, if applicable, a calculation showing the amount of the Supplemental PILOT Payment. The notice also shall identify the total PILOT Payments due and include an invoice for that amount. Absent clear error, the PILOT Payments shall be paid by Opus to the School District by the later of June 1 or thirty (30) days after Opus' receipt of the notice and invoice. The School District shall provide Opus with a timely written receipt for each of the PILOT Payments that the School District receives.

(b) The Income Tax Payments shall be paid to the School District on or before December 31 of the year following the tax year of the CRA Exemption Period for which the income tax revenue was collected. For example: if the first year of the CRA Exemption Period is tax year 2020, then the Income Tax Payments attributable to activity at the Building during tax year 2020 shall be due to the School District on or before December 31, 2021.

(c) The method of payment for sums due under this Agreement shall be by check or wire transfer unless another method is mutually agreed upon between the Parties.

3. Late Payments. Any late payment shall bear interest at the then-current rate established under Section 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time; otherwise, deferred payments due to unavailability of sufficient funds shall not incur interest, penalty, or other charges.

4. School District Consent and Waiver. The School District hereby acknowledges that it has received a copy of the CRA Agreement. In consideration of the execution of this Agreement, the School District hereby: (i) irrevocably approves all exemptions that may be granted pursuant to the CRA Agreement; (ii) irrevocably waives any notice requirements under Ohio law with respect to the CRA Agreement; and (iii) irrevocably waives any defects or irregularities relating to the CRA Agreement.

5. Notices. All notices, designations, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given when (a) delivered by commercial carrier service, or (b) mailed by certified mail, postage prepaid, addressed to the following addresses:

CANAL WINCHESTER
LOCAL SCHOOLS:

CITY OF CANAL
WINCHESTER:

If to OPUS DEVELOPMENT COMPANY, L.L.C., to:

Douglas Swain, Vice President, General Manager
Opus Development Company, L.L.C.
8801 River Crossing Blvd., Suite 450
Indianapolis, IN 46240

With a copy to:

Opus Holding, L.L.C.
Attn. Legal Department
10350 Bren Road West
Minnetonka, MN 55343

6. Notice of Default and Cure. A Party shall be in default of this Agreement if the Party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from any other Party (a "Default Notice"). Any such default which continues uncured beyond the thirty (30) day cure period above shall constitute an "Event of Default."

7. Limitation on Damages. No Party shall be liable for more than the sum of all payments owed by that Party under this Agreement. In no event will any Party be liable to another Party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

8. Duration of Agreement; Amendment. This Agreement shall become effective on the Effective Date after the Agreement is executed and delivered by all Parties and shall remain in effect for such period as the CRA Exemption is in effect with respect to the CRA Exempted Property. This Agreement may be amended only by mutual agreement of the Parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all Parties hereto by duly authorized representatives.

9. Waiver. No waiver by any Party of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof

10. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

11. Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District, the City, and Opus, and their respective successors and assigns. No Party shall assign this Agreement without the written consent of the

other Parties, except that Opus may assign in whole or in part its rights and obligations under this Agreement without the written consent of the City or School District.

12. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

13. Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

14. Authority. The undersigned represent and warrant that they are agents of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

15. Governing Law. This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the School District, the City, and Opus have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

CANAL WINCHESTER LOCAL SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____

Authorized by Board Resolution No. _____
Approved _____, 2019_

CITY OF CANAL WINCHESTER, OHIO

By: _____
Printed Name: _____
Title: _____

Authorized by Ordinance No. _____
Approved _____, 2019

Approved as to Form:

Law Director

**OPUS DEVELOPMENT COMPANY,
L.L.C.**

By: _____
Printed Name: _____
Title: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2019, personally appeared before me, a Notary Public in and for the State of Ohio, the Canal Winchester Local School District, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said school district and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said school district, to be his/her voluntary act and deed, and the voluntary act and deed of said school district.

Notary Public

My Commission expires: _____

[Notary Seal]

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2019, personally appeared before me, a Notary Public in and for the State of Ohio, the City of Canal Winchester, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said city and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said city, to be his/her voluntary act and deed, and the voluntary act and deed of said city.

Notary Public

My Commission expires: _____

[Notary Seal]

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2019, personally appeared before me, a Notary Public in and for the State of Ohio, the Opus Development Company LLC, by _____, known and known to be the _____ of said limited liability company and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said limited liability company, to be his/her voluntary act and deed, and the voluntary act and deed of said limited liability company.

Notary Public

My Commission expires: _____

[Notary Seal]

EXHIBIT A

DESCRIPTION OF THE PARCELS

Parcel No.

EXHIBIT B

SCHOOL DISTRICT RESOLUTION

0128850.0615530 4824-1178-4073v1

ORDINANCE NO. 19-035

**AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT
FOR THE VILLAGES AT WESTCHESTER SECTION 13, PHASE 1**

WHEREAS, pursuant to Section 1117.04 (f) is provided that Council shall be presented final plats for final approval of subdivisions; and

WHEREAS, a final plat for the Villages at Westchester Section 13, Phase 1 has been presented to the Planning Commission with a recommendation to City Council for approval;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor and Clerk be and hereby are authorized to execute and accept the final plat of the Villages at Westchester Section 13, Phase 1.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED: _____

APPROVED AS TO FORM:

LEGAL COUNCIL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council



To: Amanda Jackson, CMC, Clerk of Council

From: Andrew Moore, Planning and Zoning Administrator

Date: May 23, 2019

RE: Application FS-19-001

RECOMMENDATION

Special Meeting of Planning and Zoning Commission held **May 22, 2019**

Motion by Wildenthaler, seconded by Richey, to recommend to City Council approval of FS-19-001; to consider a Final Subdivision Plat for Villages at Westchester Section 13 Phase 1; for property located at PID: 184-001008. Applicant Grand Communities, Ltd., Owner Grand Communities, Ltd. Voting yes: Bill Christensen; Brad Richey; Mike Vasko; Mark Caulk; Joe Wildenthaler. **Motion Carried 5-0.**

Andrew Moore
Planning and Zoning Administrator

ORDINANCE NO. 19-036

AN ORDINANCE TO AMEND THE 2019 APPROPRIATIONS ORDINANCE 18-040, AMENDMENT #4

WHEREAS, the City Council desires to proceed with activities of the City which require changes in the appropriations to accommodate those activities;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1: That the 2019 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund \$1,056,950.00 as follows; and

Department	Function	Amount
Lands and Buildings	Capital Outlay	\$950,000.00
Construction Services	Operating Expenses	\$106,950.00

Section 2: That the 2019 Annual Appropriation Ordinance be amended by appropriating from the unappropriated monies of the Sewer Connections Fund \$71,000.00 to the Connections – Operating Expenses line item;

Section 3: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 19-037

AN ORDINANCE APPROVING AND ADOPTING THE 2020 TAX BUDGET

WHEREAS, it is immediately necessary to approve and adopt the 2020 tax budget,

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the 2020 Tax Budget attached hereto as Exhibit A and incorporated herein by reference be, and the same hereby is, approved and adopted.

Section 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

FUND NAME: GENERAL FUND**EXHIBIT 1****FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL**

This Exhibit is to be used for the General Fund Only

Description (1)	For 2017 Actual (2)	For 2018 Actual (3)	Budget Year Estimated for 2019 (4)	Current Year Estimated for 2020 (5)
REVENUES				
Local Taxes				
General Property Tax - Real Estate	\$ 388,245.78	\$ 447,517.00	\$ 400,000.00	\$ 450,000.00
Tangible Personal Property Tax	\$ -	\$ -	\$ -	\$ -
Municipal Income	\$ 6,978,857.17	\$ 7,086,715.00	\$ 6,900,000.00	\$ 7,200,000.00
Other Local Taxes	\$ 147,806.61	\$ 204,416.00	\$ 220,000.00	\$ 300,000.00
Total Local Taxes	\$ 7,514,909.56	\$ 7,738,648.00	\$ 7,520,000.00	\$ 7,950,000.00
Intergovernmental Revenues				
State Shared Taxes & Permits				
Local Governments	\$ 75,860.71	\$ 76,364.00	\$ 75,000.00	\$ 75,000.00
Estate Tax	\$ -	\$ -	\$ -	\$ -
Cigarette Tax	\$ 361.42	\$ 338.00	\$ 350.00	\$ 350.00
License Tax	\$ -	\$ -	\$ -	\$ -
Liquor and Beer Permits	\$ 18,134.90	\$ 19,831.00	\$ 16,000.00	\$ 19,000.00
Gasoline Tax	\$ -	\$ -	\$ -	\$ -
Library & Local Government Support Fund	\$ -	\$ -	\$ -	\$ -
Property Tax Allocation	\$ 46,645.91	\$ 52,115.00	\$ 47,000.00	\$ 50,000.00
Other Shared Taxes & Permits	\$ -	\$ -	\$ -	\$ -
Total State Shared Taxes & Permits	\$ 141,002.94	\$ 148,648.00	\$ 138,350.00	\$ 144,350.00
Federal Grants or Aid	\$ -	\$ -	\$ -	\$ -
State Grants or Aid	\$ -	\$ -	\$ -	\$ -
Other Grants or Aid	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ 141,002.94	\$ 148,648.00	\$ 138,350.00	\$ 144,350.00
Special Assessments	\$ 195,141.53	\$ 196,925.00	\$ 151,500.00	\$ 151,500.00
Charges for Services	\$ 139,177.76	\$ 165,377.00	\$ 137,750.00	\$ 145,000.00
Fines, Licenses & Permits	\$ 632,264.46	\$ 1,020,279.00	\$ 615,600.00	\$ 643,100.00
Miscellaneous	\$ 747,906.42	\$ 988,177.00	\$ 118,500.00	\$ 194,500.00
Other Financing Sources				
Proceeds from Sale of Debt	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	\$ -	\$ -	\$ 40,000.00	\$ 540,000.00
Other Sources	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources	\$ -	\$ -	\$ 40,000.00	\$ 540,000.00
TOTAL REVENUE	\$ 9,370,402.67	\$ 10,258,054.00	\$ 8,721,700.00	\$ 9,768,450.00

FUND NAME: GENERAL FUND**EXHIBIT 1****FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL**

This Exhibit is to be used for the General Fund Only

Description (1)	For 2017 Actual (2)	For 2018 Actual (3)	Current Year Estimated for 2019 (4)	Budget Year Estimated for 2020 (5)
EXPENDITURES				
Security of Persons and Property				
Personal Services	\$ -	\$ -	\$ -	\$ -
Travel Transportation	\$ -	\$ -	\$ -	\$ -
Contractual Services	\$ 905,657.03	\$ 1,160,918.00	\$ 1,171,000.00	\$ 1,300,000.00
Supplies & Materials	\$ 460.95	\$ 199.00	\$ 1,000.00	\$ 1,000.00
Capital Outlay	\$ 21,891.00	\$ 22,096.00	\$ 45,000.00	\$ 47,000.00
Total Security of Persons and Property	\$ 928,008.98	\$ 1,183,213.00	\$ 1,217,000.00	\$ 1,348,000.00
Public Health Services				
Personal Services	\$ -	\$ -	\$ -	\$ -
Travel Transportation	\$ -	\$ -	\$ -	\$ -
Contractual Services	\$ 129,419.48	\$ 151,152.00	\$ 141,100.00	\$ 155,100.00
Supplies & Materials	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Public Health Services	\$ 129,419.48	\$ 151,152.00	\$ 141,100.00	\$ 155,100.00
Leisure Time Activities				
Personal Services	\$ 272,919.79	\$ 279,712.00	\$ 316,375.00	\$ 329,350.00
Travel Transportation	\$ -	\$ -	\$ 100.00	\$ 50.00
Contractual Services	\$ 138,396.74	\$ 144,186.00	\$ 178,000.00	\$ 190,000.00
Supplies & Materials	\$ 36,191.74	\$ 42,604.00	\$ 46,650.00	\$ 48,400.00
Capital Outlay	\$ 12,681.46	\$ 51,051.00	\$ 173,000.00	\$ 71,000.00
Total Leisure Time Activities	\$ 460,189.73	\$ 517,553.00	\$ 714,125.00	\$ 638,800.00
Community Environment				
Personal Services	\$ 378,858.74	\$ 443,016.00	\$ 510,100.00	\$ 560,600.00
Travel Transportation	\$ 884.01	\$ 243.00	\$ 2,500.00	\$ 3,000.00
Contractual Services	\$ 189,614.34	\$ 186,083.00	\$ 218,250.00	\$ 248,000.00
Supplies & Materials	\$ 35,699.76	\$ 41,831.00	\$ 44,950.00	\$ 77,400.00
Capital Outlay	\$ 31,389.20	\$ 43,266.00	\$ 43,500.00	\$ 46,000.00
Total Community Environment	\$ 636,446.05	\$ 714,439.00	\$ 819,300.00	\$ 935,000.00
Transportation				
Personal Services	\$ 240,751.82	\$ 253,841.00	\$ 274,500.00	\$ 285,800.00
Travel Transportation	\$ -	\$ -	\$ 100.00	\$ 100.00
Contractual Services	\$ 474,866.58	\$ 544,895.00	\$ 411,000.00	\$ 411,000.00
Supplies & Materials	\$ 34,965.16	\$ 27,734.00	\$ 44,000.00	\$ 49,000.00
Capital Outlay	\$ 719,534.47	\$ 790,771.00	\$ 826,000.00	\$ 846,000.00
Total Transportation	\$ 1,470,118.03	\$ 1,617,241.00	\$ 1,555,600.00	\$ 1,591,900.00
General Government				
Personal Services	\$ 935,337.67	\$ 955,506.00	\$ 1,108,950.00	\$ 1,129,824.00
Travel Transportation	\$ 1,748.88	\$ 2,660.00	\$ 4,600.00	\$ 5,350.00
Contractual Services	\$ 1,179,345.40	\$ 1,257,455.00	\$ 1,409,700.00	\$ 1,475,200.00
Supplies & Materials	\$ 433,412.47	\$ 381,781.00	\$ 580,075.00	\$ 636,150.00
Capital Outlay	\$ 305,696.79	\$ 128,250.00	\$ 111,700.00	\$ 119,100.00
Total General Government	\$ 2,855,541.21	\$ 2,725,652.00	\$ 3,215,025.00	\$ 3,365,624.00
Debt Service				

FUND NAME: GENERAL FUND**EXHIBIT 1****FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL**

This Exhibit is to be used for the General Fund Only

Description (1)	For 2017 Actual (2)	For 2018 Actual (3)	Current Year Estimated for 2019 (4)	Budget Year Estimated for 2020 (5)
EXPENDITURES				
Redemption of Principal	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -
Other Debt Service	\$ -	\$ -	\$ -	\$ -
<i>Total Debt Service</i>	\$ -	\$ -	\$ -	\$ -
Other Uses of Funds				
Transfers	\$ 1,333,060.00	\$ 1,240,000.00	\$ 1,059,550.00	\$ 1,485,000.00
Advances	\$ -	\$ -	\$ -	\$ 500,000.00
Contingencies	\$ -	\$ -	\$ -	\$ -
Other Uses of Funds	\$ -	\$ -	\$ -	\$ -
Total Other Uses of Funds	\$ 1,333,060.00	\$ 1,240,000.00	\$ 1,059,550.00	\$ 1,985,000.00
TOTAL EXPENDITURES	\$ 7,812,783.48	\$ 8,149,250.00	\$ 8,721,700.00	\$ 10,019,424.00
Revenues over/(under) Expenditures	\$ 1,557,619.19	\$ 2,108,804.00	\$ -	\$ (250,974.00)
Beginning Unencumbered Balance	\$ 3,676,040.68	\$ 5,233,659.87	\$ 7,342,463.87	\$ 7,342,463.87
Ending Cash Fund Balance	\$ 5,233,659.87	\$ 7,342,463.87	\$ 7,342,463.87	\$ 7,091,489.87
Estimated Encumbrances (outstanding at year end)				
Estimated Ending Unencumbered Fund Balance				

EXHIBIT III

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2020	Budget Year Estimated Receipt	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/2020
				Personnel Services	Other	Total	
GOVERNMENTAL:							
SPECIAL SERVICE:							
Street Construction Maintenance	\$ 325,341.54	\$ 433,100.00	\$ 758,441.54	\$ 246,800.00	\$ 166,600.00	\$ 413,400.00	\$ 345,041.54
State Highway	\$ 62,991.51	\$ 35,300.00	\$ 98,291.51	\$ -	\$ 35,300.00	\$ 35,300.00	\$ 62,991.51
Mayor's Court Technical Fund A	\$ 20,356.92	\$ 2,000.00	\$ 22,356.92	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 20,356.92
Mayor's Court Technical Fund B	\$ 19,889.27	\$ 6,000.00	\$ 25,889.27	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 22,389.27
Permissive Tax	\$ 121,373.03	\$ 65,000.00	\$ 186,373.03	\$ -	\$ 65,000.00	\$ 65,000.00	\$ 121,373.03
Bed Tax	\$ 144,179.49	\$ 150,000.00	\$ 294,179.49	\$ -	\$ 150,000.00	\$ 150,000.00	\$ 144,179.49
FEMA Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BWC Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interurban Project Fund	\$ 872.25	\$ -	\$ 872.25	\$ -	\$ -	\$ -	\$ 872.25
Diley Rd PITIE Fund	\$ 1,515,635.62	\$ 200,000.00	\$ 1,715,635.62	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 1,711,135.62
Gender Rd TIF Fund	\$ 286,394.82	\$ 317,000.00	\$ 603,394.82	\$ -	\$ 85,500.00	\$ 85,500.00	\$ 517,894.82
Cemetery Fund	\$ 18,789.21	\$ 2,500.00	\$ 21,289.21	\$ -	\$ -	\$ -	\$ 21,289.21
McGill Park Fund	\$ 100,000.00	\$ 50,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00
Total Special Revenue Funds	\$ 2,615,823.66	\$ 1,260,900.00	\$ 3,876,723.66	\$ 246,800.00	\$ 512,400.00	\$ 759,200.00	\$ 3,117,523.66
DEBT SERVICE FUNDS							
G. O. Bond/Note	\$ 29,308.50	\$ 885,000.00	\$ 914,308.50		\$ 885,000.00	\$ 885,000.00	\$ 29,308.50
	\$ -						\$ -
Total Debt Service Funds	\$ 29,308.50	\$ 885,000.00	\$ 914,308.50	\$ -	\$ 885,000.00	\$ 885,000.00	\$ 29,308.50
CAPITAL PROJECT FUNDS							
Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Issue II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Project Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	\$ 370,648.52	\$ 1,625,500.00	\$ 1,996,148.52	\$ 593,200.00	\$ 1,176,000.00	\$ 1,769,200.00	\$ 226,948.52
Water Connection	\$ 1,335,111.97	\$ 300,000.00	\$ 1,635,111.97	\$ -	\$ 289,400.00	\$ 289,400.00	\$ 1,345,711.97
Water Stability Fund	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Sewer	\$ 1,372,821.19	\$ 1,950,750.00	\$ 3,323,571.19	\$ 538,975.00	\$ 1,344,500.00	\$ 1,883,475.00	\$ 1,440,096.19
Sewer Connection	\$ 2,682,750.80	\$ 500,000.00	\$ 3,182,750.80	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 2,682,750.80
Sewer Rate Stability	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ 1,000,000.00

EXHIBIT III

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2020	Budget Year Estimated Receipt	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/2020
				Personnel Services	Other	Total	
Storm Water Fund	\$ 84,267.02	\$ 263,300.00	\$ 347,567.02	\$ 118,650.00	\$ 130,200.00	\$ 248,850.00	\$ 98,717.02
Total Enterprise Funds	\$ 6,845,599.50	\$ 4,639,550.00	\$ 11,485,149.50	\$ 1,250,825.00	\$ 3,440,100.00	\$ 4,690,925.00	\$ 6,794,224.50
Agency Funds							
Meijer Agency	\$ 136,877.69	\$ 2,000.00	\$ 138,877.69	\$ -	\$ -	\$ -	\$ 138,877.69
GreenGate Drive Agency	\$ 306,103.61	\$ 3,000.00	\$ 309,103.61				\$ 309,103.61
Total Agency Funds	\$ 442,981.30	\$ 5,000.00	\$ 447,981.30	\$ -	\$ -	\$ -	\$ 447,981.30

STATEMENT OF PERMANENT IMPROVEMENTS

(Do Not Include Expense to be Paid from Bond Issues)

(Section 5705.29. Revised Code)

DESCRIPTION	Estimated Cost of Permanent Improvement	Amount to be Budgeted During Current Year	Name of Paying Fund
Sheriff's Cruiser	\$ 47,000.00	\$ 47,000.00	General
Parks Projects	\$ 50,000.00	\$ 50,000.00	General
Street Trees	\$ 40,000.00	\$ 40,000.00	General
Swimming Pool Capital	\$ 18,000.00	\$ 18,000.00	General
Street Capital Projects	\$ 775,000.00	\$ 775,000.00	General
Buildings and Grounds Projects	\$ 50,000.00	\$ 50,000.00	General
Information Technology Capital	\$ 55,000.00	\$ 55,000.00	General
McGill Park Construction Phase 1	\$ 1,100,000.00	\$ 1,100,000.00	State Capital Projects
Valve Bolt Replacements	\$ 25,000.00	\$ 25,000.00	Water
AMI Upgrades	\$ 300,000.00	\$ 150,000.00	Water/Sewer
Tower Maintenance/Water Breaks	\$ 80,000.00	\$ 80,000.00	Water
Well Rehab	\$ 15,000.00	\$ 15,000.00	Water Connections
TOTAL	\$ 2,555,000.00	\$ 2,405,000.00	

For the year budgeted, list each contemplated disbursement for permanent improvements, exclusive of any expense to be paid from bond issues by the fund from which the expenditures are to be made. Examples for describing the permanent improvements are: window replacement, vehicle purchase, furnishing offices, appliances for fire department kitchen.

ORDINANCE NO. 19-038

**AN ORDINANCE TO SET THE SALARIES OF MEMBERS OF COUNCIL EFFECTIVE
JANUARY 1, 2020**

WHEREAS, Charter of the City allows for salaries of Council to be reviewed and adopted no later than July 1 of each odd number year; and

WHEREAS, the salaries for the Council members, President and Vice President of Council need to be established for the period January 1, 2020 through December 31, 2021; and

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That the salary of the President of Council be and hereby is set at \$7,251.00 per year, effective January 1, 2020 through December 31, 2021 to be paid in monthly installments of \$604.25.

Section 2: That the salary of the Vice President of Council be and hereby is set at \$6,921.00 per year, effective January 1, 2020 through December 31, 2021 to be paid in monthly installments of \$576.75.

Section 3: That the salaries of the members of Council be and hereby is set at \$6,592.00 per year effective January 1, 2020 through December 31, 2021 to be paid in monthly installments of \$549.33 per month.

Section 4: That Council members are eligible to enroll in or opt-out of single coverage in the City's Medical/Hospitalization plan at the same terms, conditions, and requirements as full time employees of the City.

Section 5: That Council members are eligible to purchase through payroll deduction dental and vision care through the City's plan.

Section 6: That Council members will have their Ohio Public Employees Retirement System "employee" contribution picked up and paid by the City at a tax deferred basis by the "fringe benefit method" as permitted by the Internal Revenue Code Section 414(h)(2).

Section 7: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

Legal Counsel

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 19-039

**AN ORDINANCE TO SET THE SALARY AND FRINGE BENEFITS OF THE MAYOR EFFECTIVE
JANUARY 1, 2020**

WHEREAS, Charter of the City allows for salaries of elected officials to be reviewed and adopted no later than July 1 of each odd number year; and

WHEREAS, the salary and fringe benefits of the Mayor needs to be established for the period of January 1, 2020 through December 31, 2021;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER,
STATE OF OHIO:

Section 1. That the salary of the Mayor be and hereby is set at \$98,382.70 per year effective January 1, 2020 through December 31, 2020 to be paid in biweekly installments on the schedule of all other employees of the City.

Section 2. That the salary of the Mayor be and hereby is set at \$100,842.27 per year effective January 1, 2021 through December 31, 2021 to be paid in biweekly installments on the schedule of all other employees of the City.

Section 3. That the Mayor shall be eligible to enroll in or opt-out of single or family coverage in the City's Medical/Hospitalization plan, dental plan, vision plan and life insurance benefit plan on the same terms, conditions, and requirements as full-time employees of the City.

Section 4. That the Mayor shall receive a travel allowance of \$500 per month to compensate for use of his or her personal vehicle in the conduct of City business.

Section 5. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

Legal Counsel

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council



Mayor's Report

June 3, 2019

2020 Census Complete Count Committee:

The first Complete Count Committee meeting will be held June 14, 9am at the Community Center Library. The committee will be made up of community leaders. The CCC program is key to creating awareness in communities all across the country. The primary goal of the 2020 Census is to count everyone once, only once and in the right place. This is a non-political committee.

2020 Census Jobs:

Applications are being taken for part time and Full-time jobs with the Census bureau. To fill out an application online go to 2020census.gov/jobs. Complete the application and send it in. Jobs for our area range from \$14.00 – 18.00 per hour depending on the job. Fulltime jobs could become permanent if the applicant is interested.

Penny Miller:

The Good By luncheon for Penny Miller as the Canal Winchester Human Services Director on May 21st was very well attended. Penny reviewed some of her numerous accomplishments and thanked everyone for the many years of support she received.

Opioid and Substance Abuse Seminar:

This seminar will be held on June 6th from 6pm to 8:30pm at the Community Center All age groups are invited to attend.



COUNCIL UPDATE

May 31, 2019

Finance Department

Amanda Jackson, Finance Director

Project Status:

2019 Pool Opening Weekend – The weather cooperated for us and we had a very successful opening weekend at the pool! We took in over \$7,000 in concessions and walk-in admissions, as well as sold over \$13,000 worth of memberships in the first 4 days of the season. We are looking forward to this success continuing all summer long!

2018 Financial Statements – The 2018 unaudited financial statements have been filed with the Auditor of State's Office by the required deadline of May 30th as prescribed by the Ohio Revised Code. Once the audit of 2017 and 2018 are complete, I will provide copies of the financial statements and support documents to Council.

COUNCIL UPDATE



May 29, 2019

Department of Public Service
Matthew C. Peoples, Director

Project Status:

Pool Season: The 2019 pool season started out with a busy weekend due to the great weather.

Westchester Park Improvements: We are finalizing review of OHM's first draft of the park improvements and hope final design by mid-June.

Additionally, the School's Batelle fitness station grant to install 20 exercise structures at 15 stations; five each at the elementary and middle school and campuses and five at Westchester Park for the High School location, is scheduled for mid-September.

McGill Park: The archaeological review has been completed. We expect results within the next week and ODNR will review as part of the LWCF grant process.

Water Tower Contract: As discussed, our 10-year water tower maintenance contract has expired and we are negotiating the terms of the next contract with the next 10 years of work painting only two of the three towers along with the maintenance. We expect to present legislation at the June 17th meetings.

High St. RR X-ing: EMH&T is ongoing with the design of the crossing improvements. Costs for this project are being shared with Genesee & Wyoming Railroad.

Gender Road Paving: ODOT Urban Paving Program is scheduled to pave Gender Rd. from US Rt. 33 to Lithopolis Rd. in spring 2020. The program pays 80% of the estimated cost of around \$700,000 with the city being responsible for the remaining 20% and all ancillary items such as pavement repairs, guardrail, drainage and lighting as well as design for the traffic signal loop improvements (EMH&T is designing). Preliminary approval legislation will be presented late spring or early summer.

Gender Rd. Signal Synchronization Project: EMH&T has submitted information on for the project to ODOT and the data collection portion is scheduled to start in early May.

2019 Street Capital Improvement Program: Project that includes E. Waterloo St., Canal St., Prentiss School Dr., Ashbrook Village, and Westchester Section 3 is underway with curb ramp, crosswalk, and path work complete and pavement repairs ongoing.

COUNCIL UPDATE



May 29, 2019

Division of Urban Forestry
Dick Miller, Urban Forester

Project Status:

Herbicide Spraying: The large sprayer is down and is slowing our spraying efforts. We are awaiting pump parts and it should be up and running in the next week.

Potted Annual Plants: Growing potted plants are responding well to warmer evenings. At this writing we are about 10 days out from putting up hanging baskets. We will hang approximately 90 sun and 12 shade baskets east of Gender Road on Waterloo Street and south of U.S. 33 on High Street. Columbus Street, Stradley Place and the Community Center also receive baskets.

Mulching: Mulching of existing beds will continue and are approximately 60 % complete.

Staff: The summer urban forestry crew (two seasonal and one permanent full time) will be completed with the addition of Canal Winchester's school instructor Jack Denson on June 3. The crews watering tasks will take an exponential leap in importance in the next few weeks in addition to pruning, weed control and trail maintenance.

COUNCIL UPDATE



May 29, 2019

Division of Water Reclamation
Steve Smith, Superintendent

Project Status:

S. Gender Lift Station: Another new, less clog-prone pump was ordered as a replacement for a failing pump at the station. It will be 8-12 weeks before the new pump is received.

Equipment Damage: The pump #3 motor and controls and the master level control console, damaged as part of the electrical power phase imbalance, have been repaired.

Vortex Replacement: Dow Construction will install new interior manhole piping to replace the Vortex flow dissipating device in Canal Cove area. The manhole will then be lined to stop corrosion.

Safety: The next safety meeting is slated to discuss Mower/Chipper safety as well as roll out the new accident/incident forms.

COUNCIL UPDATE



May 29, 2019

Division of Streets, Lands and Buildings
Shawn Starcher, Superintendent

Project Status:

Mowing: Crews continue to stay busy with Parks and Roadside mowing.

Pool Season: Crews completed building maintenance at the CW Pool in preparation for pool season.

Community Center: Community Center floors have been stripped and waxed.

Bridge Inspections: 2019 Annual Bridge Inspections have begun

Brock Walk: City Crews helped collect food around the city from the Brock Walk Food Drive and transported these donations to the CW Food Pantry

COUNCIL UPDATE



May 29, 2019

Division of Information Technology
Rick Brown, Coordinator

Project Status:

SCADA Network: Installed wireless network to replace Water Reclamation Facility's fiberoptic SCADA network that failed due to age and environment.

Pool Technology: Pool technology was installed for 2019 season.

Upgrades: Upgraded firewall software

COUNCIL UPDATE



May 29, 2019

Division of Water
Joe Taylor, Superintendent

Project Status:

Plant Production:

We pumped 25.294 Million gallons in April at an average of 0.843 million per day with an average hardness of 119 mg/l.

High Service Pumps: We received a proposal from Bird and Bull for the HS Pumps 2&4 VFD's. We are evaluating a bid for continuation of the project utilizing a/b switches instead.

Consumer Confidence Report: Consumer Confidence Report (CCR) is completed and we have the internet link attached to the May utility bill.

Tallman Ct. Water Issue: We are still awaiting reimbursement for the incident on Tallman Ct on Monday April 29th. An irrigation sub-contractor for the VAW HOA shut the water off to the entire street operating the main line valve. (Staff was called in at 6pm)

AMI: AMI Metering System installs are ongoing. We have around 1621 units installed. We have around 1699 more MIU's to install. We are at 48% completion.

Water Tower Maintenance Contract: As discussed, our 10-year water tower maintenance contract has expired and we are negotiating the terms of the next contract with the next 10 years of work painting only two of the three towers along with the maintenance. We expect to present legislation at the June 17th meetings.

Walnut View Ct. S. Repair: A permanent repair was made to the water line on Walnut View CT South. A clamp was installed last November as a temporary fix. Crews dug up the main this week and examined the pipe and cut out a bad 3' section.

Curb Box: We located the 2' shut off for Tim Hortons/Wendy's on 5/29/19. The stop was under a sidewalk near the traffic pole. The curb stop was brought to grade and exercised.

COUNCIL UPDATE



June 1, 2019

Construction Services Department
Bill Sims, Administrator

ACTION NEEDED BY COUNCIL:

Capital Improvement Projects

Gender Rd. Ph. 4: Project work complete. Final Payment in process.

2019 Street Program: Resurfacing of steets to begin June 3rd.

Private Development Projects

Canal Cove Sec. 6 & 7: Underground Utilities being installed.

Crossroads Church: Bridge abutments under construction. Public watermain being installed.

Winchester Veterinary Clinic: Construction dormant due to design issues.

Villages At Westchester Section 13: Roadway paved.

Winchester Office Park, Phase 1&2: Project complete.

NIFCO on Robinett Way: Water line complete.

Hampton Inn: . Site work complete for time being. Building underway.

Turning Stone: Utility work resumed.

Mill Tech: Site work started. Water and sewer taps made.

Other

ACD: Conduit complete.

Misc.

- R/W dedications from our parcels to R/W at Gender & Groveport.
- Easement for ACD. Net on Groveport Rd.

COUNCIL UPDATE



May 29, 2019

Development Department

Lucas Haire, Director

Development Report

- The building at 26 W. Waterloo Street was demolished on May 23. Landmarks Commission approved the final architecture of the mixed use building that will be constructed on the site at their May 28 meeting.
- Panda Express has submitted a conditional use application to allow a drive-thru and a number of variance requests for a new drive-thru restaurant that they are proposing on Winchester Blvd. behind Walgreens.
- Planning and Zoning will also hear an appeal of the Planning Administrator's decision that a resident is keeping bees. The resident is contesting the definition of bee, stating that Mason bees are not bees.
- Permits for 29 new single family homes have been issued so far this year in the City.
- The US Census Bureau recently released their annual population estimates for cities. They estimate that the population of Canal Winchester increased from 8,294 to 8,604 for 2018. This is an increase of 310 residents or 3.73%. This pace is little slower than the 4.4% growth estimated for the previous year when Canal Winchester was the fastest growing City in Ohio.